

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Satisfactions Of Second Mortgage

**DEPARTMENT:** Planning & Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Donald Fisher <sup>ak</sup> **CONTACT:** Annie Knight **EXT.** 7384

Agenda Date 11/09/2004 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐  
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program and the Emergency Repair Housing Program.

**BACKGROUND:**

The attached clients were assisted with Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting the Board to approve and execute the attached Satisfactions on the properties to remove the now-satisfied liens. Thirteen of the twenty clients have tendered payment for the amounts owed. Repayments totaling \$151,157.54 have been made to the Housing Trust Fund. The remainder are being forgiven for compliance with the applicable affordability period.

Reviewed by:	<u>AK</u>
Co Atty:	<u>AK</u>
DFS:	<u>AK</u>
Other:	<u>AK</u>
DCM:	<u>AK</u>
CM:	<u>AK</u>
File No. - <u>cpdc02</u>	



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 12, 2002, and recorded in Official Records Book 04445, Pages 1147 through and including 1150, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 14, 2002, and recorded in the Official Records Book 04445, Pages 1151 through and including 1153, Public Records of Seminole County, Florida, which encumbered the property located at 1324 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOTS 13, 14, AND THE NORTH 1/2 OF LOT 15, BLOCK C, BUENA VISTA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-501-0C00-0130

(the "Property,") were made by Edward and Cynthia Smith, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owners have refinanced the Property within the five (5) year period; and



WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-smith



True Title, Inc.

Regions Bank

3-9104

File : DAY0407125

Name : EDWARD E. SMITH; CYNTHIS S. SMITH

Seller :

Legal Description :

Property Address : 1324 SUMMERLIN Avenue SANFORD, FL 32771

(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

Date

7/16/2004

Payable To: SEMINOLE COUNTY

True Title, Inc.  
Escrow Account  
One Seine Court, Suite 304  
New Orleans, LA 70114  
(866) 368-1118

Regions Bank

3-9104

Date

7/16/2004

PAY

Ten Thousand and 00/100 Dollars

\$ \*\*\*\$10,000.00

TO  
THE  
ORDER  
OF

SEMINOLE COUNTY

(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00


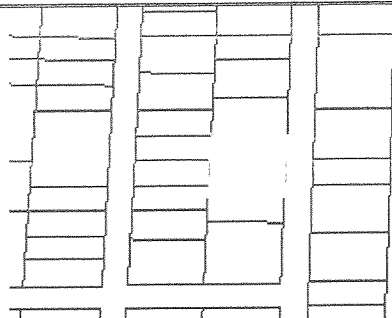
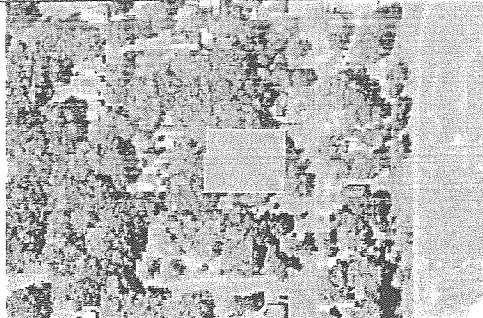
File : DAY0407125

Name : EDWARD E. SMITH; CYNTHIS S. SMITH

Void after 90 days

⑈300009104⑈ ⑆063206663⑆ 5701027182⑈



PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																		
 <p><b>Seminole County</b> Property Appraiser Services 1101 N. First St. Sanford FL 32771 407-666-7506</p>																																																							
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 31-19-31-501-0C00-0130      Tax District: S1-SANFORD  Owner: SMITH EDWARD L &amp; CYNTHIA S      Exemptions: 00-HOMESTEAD  Address: PO BOX 950872  City,State,ZipCode: LAKE MARY FL 32795  Property Address: 1324 SUMMERLIN AVE SANFORD 32771  Subdivision Name: BUENA VISTA ESTATES  Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$46,566  Depreciated EXFT Value: \$259  Land Value (Market): \$25,750  Land Value Ag: \$0  Just/Market Value: \$72,575  Assessed Value (SOH): \$66,042  Exempt Value: \$25,000  Taxable Value: \$41,042</p>																																																			
<p align="center"><b>SALES</b></p> <p>Deed      Date      Book      Page      Amount      Vac/Imp  WARRANTY DEED 05/2002 04445 1133 \$61,000 Improved  Find Comparable Sales within this Subdivision</p>				<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$831  2003 Tax Bill Amount: \$831  Savings Due To SOH: \$0  <b>2003 Taxable Value: \$39,811</b>  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																																			
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																							

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



## S.H.L.P. Mortgage

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF INTANGIBLE  
PERSONAL PROPERTY TAX AND PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA  
STATUTES

AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOLITRO  
1101 N. FIRST STREET  
SANFORD, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF BENHOLLE COUNTY  
BK 04445 PG 1147  
FILE NUM 2002900326  
RECORDED 05/26/2002 02:03:07 PM  
RECORDING FEE\$ 33.00  
RECORDED BY J Eckenroth



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Mortgage Not hereinafter substantially copied or identified to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for five (5) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR

FILE NUM 2002900326

OR BOOK 04445 PAGE 1148

Page 2 of 7



REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Ten Thousand 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Signature: Witness - MARK WRIGHT

Print Name: Witness - DEBORAH L. MONNICH

Signature Owner:

Edward Smith  
P.O. BOX 950872, LAKE MARY, FLORIDA 32795

Signature: Witness

Print Name: Witness

Signature: Owner

Cynthia Smith  
P.O. BOX 950872, LAKE MARY, FLORIDA 32795

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of JUNE, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD SMITH and CYNTHIA SMITH, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Mark A. Wright  
MY COMMISSION # CC824531 EXPIRES  
April 8, 2003  
COUNTY OF SEMINOLE, FLORIDA

Name: MARK A. WRIGHT  
Notary Public  
Serial Number CC824531  
Commission Expires: 4/8/03



EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13, 14 & N ½ LT 15 Blk C Buena Vista Estates PB 3 PG 1

also known as:

Lots 13, 14 and the North 1/2 of Lot 15, Block C, BUENA VISTA ESTATES, according to the Plat recorded in Plat Book 3, pages 1 and 2, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.



Seminole County S.H.I.P. Homeownership Assistance Program  
EXHIBIT "B"  
S.H.I.P. MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Ten Thousand (\$10,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

---



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOLITRO  
1101 N. FIRST STREET  
SANFORD, FL 32771

1. The sale, transfer or refinancing of the subject home and real property, within five (5) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5) years of the date of execution of the Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Mortgage shall be subordinate to a First Mortgage. If any provision of this Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.



Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signature: Witness MARK WRIGHT

Print Name: Witness - REBORAH L. MONNICH

Signature: Witness

Print Name: Witness

Signature: Owner

Signature: Edward Smith  
Edward Smith

Signature: Owner

Signature: Cynthia Smith  
Cynthia Smith

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of JUNE, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD SMITH and CYNTHIA SMITH, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Mark A. Wright  
NOTARY PUBLIC  
COMMISSION EXPIRES  
4/18/03  
STATE OF FLORIDA

Name: MARK A. WRIGHT  
Notary Public  
Serial Number cc824531  
Commission Expires: 4/18/03



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 12, 2002, and recorded in Official Records Book 04445, Pages 1147 through and including 1150, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 14, 2002, and recorded in the Official Records Book 04445, Pages 1151 through and including 1153, Public Records of Seminole County, Florida, which encumbered the property located at 1324 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

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Parcel Identification Number: 31-19-31-501-0C00-0130

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NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-smith



True Title, Inc.

Regions Bank

3-9104

File : DAY0407125

Name : EDWARD E. SMITH; CYNTHIS S. SMITH

Seller :

Legal Description :

Property Address : 1324 SUMMERLIN Avenue SANFORD, FL 32771

(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

Date

7/16/2004

Payable To: SEMINOLE COUNTY

True Title, Inc.  
Escrow Account  
One Seine Court, Suite 304  
New Orleans, LA 70114  
(866) 368-1118

Regions Bank

3-9104

Date

7/16/2004

PAY

Ten Thousand and 00/100 Dollars.

\$ \*\*\*\$10,000.00

TO  
THE  
ORDER  
OF

SEMINOLE COUNTY

Void after 90 days



(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

File : DAY0407125

Name : EDWARD E. SMITH; CYNTHIS S. SMITH

⑈300009104⑈ ⑆063206663⑆ 5701027182⑈



PARCEL DETAIL	REAR VIEW	FRONTAL VIEW	PAID ROLL	SATIS SEARCH	◀ ◁ Back ▷ ▶																																																		
 <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																																							
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 31-19-31-501-0C00-0130      Tax District: S1-SANFORD  Owner: SMITH EDWARD L &amp; CYNTHIA S      Exemptions: 00-HOMESTEAD  Address: PO BOX 950872  City,State,ZipCode: LAKE MARY FL 32795  Property Address: 1324 SUMMERLIN AVE SANFORD 32771  Subdivision Name: BUENA VISTA ESTATES  Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$46,566  Depreciated EXFT Value: \$259  Land Value (Market): \$25,750  Land Value Ag: \$0  Just/Market Value: \$72,575  Assessed Value (SOH): \$66,042  Exempt Value: \$25,000  Taxable Value: \$41,042</p>																																																			
<p align="center"><b>SALES</b></p> <p>Deed      Date      Book      Page      Amount      Vac/Imp  WARRANTY DEED 05/2002 04445 1138 \$61,000 Improved  Find Comparable Sales within this Subdivision</p>				<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$831  2003 Tax Bill Amount: \$831  Savings Due To SOH: \$0  2003 Taxable Value: \$39,811  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																																			
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																							

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



RECORD AND RETURN TO:  
UNIVERSAL LAND TITLE, INC.  
580 RINEHART RD., STE 100  
LAKE MARY, FL. 32746

*Seminole County S.H.I.P. Homeownership Assistance Program*

## S.H.I.P. Mortgage

THIS MORTGAGE is hereby made and entered into this 12<sup>th</sup> day of June, 2002 by and between Edward & Cynthia Smith hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." \* , husband and wife

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida;

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOLITRO  
1101 W. FIRST STREET  
SANFORD, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 04445 PG 1147  
FILE NUM 2002900326  
RECORDED 06/26/2002 02:09:07 PM  
RECORDING FEES 33.00  
RECORDED BY J Eckenroth



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Mortgage Not hereinafter substantially copied or identified to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for five (5) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR



REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Ten Thousand 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Signature: Witness - MARK WRIGHT

Print Name: Witness - DEBORAH L. MONNICH

Signature Owner:

Edward Smith  
P.O. BOX 950872, LAKE MARY, FLORIDA 32795

Signature: Witness

Print Name: Witness

Signature: Owner

Cynthia Smith  
P.O. BOX 950872, LAKE MARY, FLORIDA 32795

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of JUNE, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD SMITH and CYNTHIA SMITH, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Mark A. Wright  
MY COMMISSION # CC674531 EXPIRES  
April 8, 2003  
COUNTY OF SEMINOLE, FLORIDA

Name: MARK A. WRIGHT  
Notary Public  
Serial Number CC824531  
Commission Expires: 4/8/03

FILE NUM 2002900326  
OR BOOK 04445 PAGE 1149

Page 3 of 7



EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13, 14 & N ½ LT 15 Blk C Buena Vista Estates PB 3 PG 1

also known as:

Lots 13, 14 and the North 1/2 of Lot 15, Block C, BUENA VISTA ESTATES, according to the Plat recorded in Plat Book 3, pages 1 and 2, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.



EXHIBIT "B"

S.H.I.P. MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Ten Thousand (\$10,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

---



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOLITRO  
1101 N. FIRST STREET  
SANFORD, FL 32771

1. The sale, transfer or refinancing of the subject home and real property, within five (5) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5) years of the date of execution of the Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Mortgage shall be subordinate to a First Mortgage. If any provision of this Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.



Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signature: Witness - MARK WRIGHT

Print Name: Witness - BEBORAH L. MONNICH

Signature: Witness

Print Name: Witness

Signature: Owner

Edward Smith

Signature: Owner

Cynthia Smith

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of JUNE, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD SMITH and CYNTHIA SMITH, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Mark A. Wright  
NOTARY PUBLIC - COMMISSION EXPIRES  
4/8/03  
www.markawright.com

Name: MARK A. WRIGHT

Notary Public

Serial Number CC824531

Commission Expires: 4/8/03



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 29, 1999, and recorded in Official Records Book 3753, Pages 1189 through and including 1193, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 29, 1999, and recorded in the Official Records Book 3753, Pages 1194 through and including 1196, Public Records of Seminole County, Florida, which encumbered the property located at 671 Seminola Boulevard, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Legal description:

THE WESTERLY 50 FEET OF THE EASTERLY 300 FEET OF THE SOUTHERLY 200 FEET OF BLOCK C, LESS ROAD RIGHT OF WAY, LAKE KATHRYN PARK ADDITION TO CASSELBERRY ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 6 AND 7 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 09-21-30-501-0C00-0010

(the "Property,") were made by Sophie Oglesby, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and



WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about May 13, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-oglesby



Date : 05-13-2004 Vendor : 99999 Amount : \$3,500.00  
Payee : Seminole County Government

Client #   Matter #   Amount  
Client Name  
  
02126   303197   \$3,500.00  
Michael A. Kramer

Check Description  
Matter Description

Disbursement - Oglesby sale to Kramer  
Kramer, Michael A. - purchase from Oglesby

BALDWIN & MORRISON, P.A.  
TRUST ACCOUNT  
7100 S. HIGHWAY 17-92  
FERN PARK, FL 32730  
(407) 834-1424

LIBERTY NATIONAL BANK  
LONGWOOD, FL 32750

63-1116/631

16295

NUMBER

Thirty Five Hundred Dollars & 00/100

DATE

AMOUNT

05-13-2004

\$3,500.00

PAY

TO THE  
ORDER  
OF


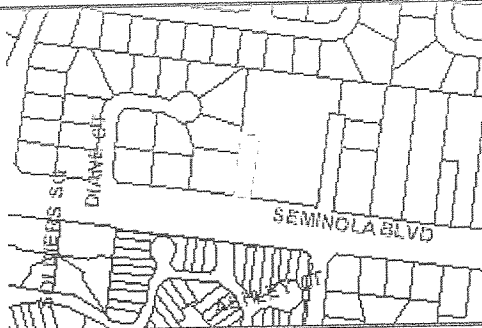

Seminole County Government



Memo: Kramer/303197

⑈016295⑈ ⑆063111169⑆ 10023860⑈06



PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	TAX ROLL	SALES SEARCH	Back																																																		
 <p><b>Seminole County</b> Property Appraiser Services 1001 E. Main St. Sanford FL 32771 407-665-7506</p>																																																							
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 09-21-30-501-0C00-0010 Tax District: C1-CASSELBERRY  Owner: OGLESBY SOPHIE M Exemptions: 00-HOMESTEAD  Address: 671 SEMINOLA BLVD  City,State,ZipCode: CASSELBERRY FL 32707  Property Address: 671 SEMINOLA BLVD SANFORD 32771  Subdivision Name: LAKE KATHRYN PARK  Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$27,805  Depreciated EXFT Value: \$0  Land Value (Market): \$7,125  Land Value Ag: \$0  Just/Market Value: \$34,930  Assessed Value (SOH): \$28,061  Exempt Value: \$25,500  Taxable Value: \$2,561</p>																																																			
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Deed	Date	Book	Page	Amount	Vac/Imp																																																		
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QUIT CLAIM DEED	07/1998	03457	0187	\$100	Improved																																																		
<p align="center"><b>LAND</b></p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT &amp; DEPTH</td> <td>50</td> <td>188</td> <td>.000</td> <td>150.00</td> <td>\$7,125</td> </tr> </tbody> </table>				Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	50	188	.000	150.00	\$7,125	<p align="center"><b>LEGAL DESCRIPTION PLAT</b></p> <p>WLY 50 FT OF ELY 300 FT OF SLY 200 FT OF BLK C  (LESS RD) LAKE KATHRYN PARK  PB 8 PG 7</p>																																							
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BACK

PROPERTY APPRAISER  
HOME PAGE

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**Seminole County Homeownership  
Assistance Program  
Second Mortgage Deed**

OFFICIAL RECORDS  
BOOK PAGE  
3753 1189  
SEMINOLE.CO.FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29<sup>th</sup> day of October 1999 by and between Sophie Oglesby, a single person, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.919(1) AND 199.165(1)(A), FLORIDA STATUTES

This instrument was prepared by:  
ADRIE RECORDING RETURN TO:  
ADRIE HOMEOWNERSHIP  
ASSISTANCE PROGRAM-  
ADRIE: GREG WAGHT  
100 N. WINTHROP BL. SUITE 1074  
ALFAMARTE, FL 32110

SEMINOLE COUNTY FL  
RECORDED & VERIFIED  
459031

1999 OCT -9 PM 2:24

45  
6.00

5



3753 1190

ANY DEFAULT in any mortgage note, ~~including~~, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.



OFFICIAL RECORD

2753 1191

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and including the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents this day and year first above written.

Print Name:

Print Name: Sophie Oglesby

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:



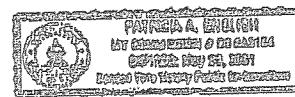
OFFICIAL RECORD  
3753 1192  
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on the 29<sup>th</sup> day of October, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Sophie Delaney  
and \_\_\_\_\_ who executed the foregoing instrument and who  
acknowledge before me that each of them executed the same and are personally known  
to me or have produced DRIVERS LICENSE as identification and who did  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Patricia A. English  
Name: Patricia A. English  
Notary Public  
Serial Number  
Commission Expires:





OFFICIAL RECORD  
3753 1193  
SEMIHOLE CO., FL

EXHIBIT "A"  
LEGAL DESCRIPTION

The Westerly 50 feet of the Easterly 300 feet of the Southerly 200 feet of Block C, less road right of way, Lake Kathryn Park Addition to Casselberry according to the Plat thereof, as recorded in Plat Book 8, Pages 6 and 7, of the Public Records of SEMIHOLE County, Florida.



OFFICIAL RECORDS  
BOOK PAGE

3753 1194

Seminole County HomeownershipAssistance Program

EXHIBIT "B"

## SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporation, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or his successors shall be in default upon occurrence of one or more of the following conditions:



OFFICIAL RECORD  
BOOK PAGE

2753 1195

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.512(1) AND 199.185(1)(d), FLORIDA STATUTES

SEMINOLE CO. FL  
THIS INSTRUMENT was prepared by:  
AFTER RECORDING RETURN TO:  
BILLY MONTGOMERY  
ASSISTANCE MANAGER -  
ATTN: CHERIE WISHT  
220 N. WHEELWRIGHT DR., STE 1074  
ALBUQUERQUE, NM 87104

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



OFFICIAL RECORDS  
BOOK PAGE

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice of protest and notice of dishonor and ~~expenses~~ <sup>275.2</sup> <sup>196</sup> all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Patricia A. English  
Print Name: Patricia A. English

Sophie Olesby  
Print Name: Sophie Olesby

Jerry L. Pamplin  
Print Name: JERRY L. PAMPLIN

Print Name:

Print Name:

Print Name:

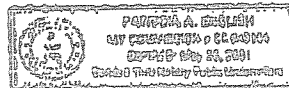
Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29<sup>th</sup> day of October, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Sophie Olesby and Jerry L. Pamplin who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Dewalt License as identification and who did did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Patricia A. English  
Name: Patricia A. English  
Notary Public  
Serial Number  
Commission Expires:



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 31, 2002, and recorded in Official Records Book 04483, Pages 0595 through and including 0598, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated July 31, 2002, and recorded in the Official Records Book 04483, Pages 0599 through and including 0602, Public Records of Seminole County, Florida, which encumbered the property located at 102 Rhoden Lane, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

Legal description:

LOT 2, BLOCK 1 MOSS PLACE ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 59, PAGES 25 AND 26 OF THE  
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-541-0100-0020

(the "Property,") were made by Barbara Perez, an unmarried woman, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner has sold the Property within the ten (10) year period; and



WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 30, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-perez



# ALLIED

Abstract and Title Company, LLC

549 Wymore Road North, Suite 209  
Maitland, Florida 32751  
407-647-2820 • FAX 407-644-5847

WACHOVIA

63-751/631

036187

Twenty Five Thousand and 00/100 Dollars

PAY  
TO THE  
ORDER OF

July 30, 2004  
DATE

\$25,000.00  
AMOUNT

SEMINOLE COUNTY COMMUNITY DEVELOP.

ESCROW ACCOUNT

File 04-0710 -- 36187

⑈036187⑈ ⑆063107513⑆ 2000010741771⑈

Allied Abstract & Title Co., LLC

036187

Seller: Barbara Perez


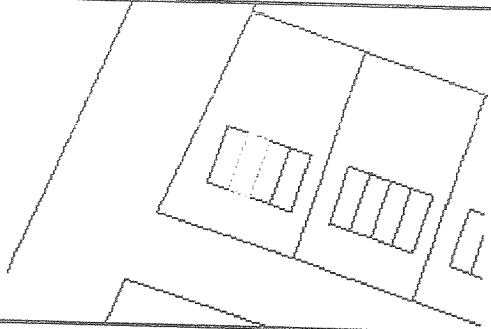

Buyer: Meredith L. Spindler

102 Rhoden Lane, Winter Springs, Florida 32708

Parcel ID: 34-20-30-541-0100-0020

505 Payoff second mortgage loan \$25000.00



PARCEL DETAIL		REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	Back																																																												
 <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7500</p>																																																																		
<b>GENERAL</b> Parcel Id: 34-20-30-541-0100-0020 Tax District: W1-WINTER SPRINGS Owner: PEREZ BARBARA Exemptions: Address: 102 RHODEN LANE City,State,ZipCode: WINTER SPRINGS FL 32708 Property Address: 102 RHODEN WINTER SPRINGS 32708 Subdivision Name: MOSS PLACE Dor: 01-SINGLE FAMILY			<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$51,324 Depreciated EXFT Value: \$0 Land Value (Market): \$12,000 Land Value Ag: \$0 Just/Market Value: \$63,324 Assessed Value (SOH): \$63,324 Exempt Value: \$0 Taxable Value: \$63,324																																																															
<b>SALES</b> Deed Date Book Page Amount Vac/Imp WARRANTY DEED 07/2002 04483 0570 \$74,900 Improved Find Comparable Sales within this Subdivision			<b>2003 VALUE SUMMARY</b> 2003 Tax Bill Amount: \$1,195 2003 Taxable Value: \$63,094 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																																															
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PROPERTY APPRAISER  
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CONTACT



## SEMINOLE COUNTY STATE HOUSING INITIATIVES HOMEOWNER ASSISTANCE PROGRAM

## Seminole County S.H.I.P. Mortgage

THIS S.H.I.P. MORTGAGE is hereby made and entered into this 31<sup>st</sup> day of July, 2002 by and between Barbara Perez hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." \* AN UNMARRIED WOMAN

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the S.H.I.P. Mortgage of even date herewith (\$25,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida;

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

RECORD AND RETURN TO:  
UNIVERSAL LAND TITLE, INC.  
580 RINEHART RD., STE 100  
LAKE MARY, FL. 32746

This instrument was prepared by:

Lori Solitro

AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE

ATTN: LORI SOLITRO  
1101 N. FIRST STREET  
SANFORD, FL 32771

MARYANNE ADAMS, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 04483 PG 0595  
FILE # 2002320795  
RECORDED 08/06/2002 04:11:13 PM  
RECORDING FEE 32.00  
RECORDED BY S O'Neilley





ANY DEFAULT in any mortgage, or lien of record, including, but not limited to the S.H.I.P. Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain S.H.I.P. Mortgage Note hereinafter substantially copied or identified to-wit:

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this S.H.I.P. Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this S.H.I.P. Mortgage, and if not, then this S.H.I.P. Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said S.H.I.P. Note and S.H.I.P. Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said S.H.I.P. Note and this S.H.I.P. Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said Note and the S.H.I.P. Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said S.H.I.P. Note and this S.H.I.P. Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said S.H.I.P. Note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said S.H.I.P. Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said S.H.I.P. Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said S.H.I.P. Note or this S.H.I.P. Mortgage accrued or thereafter accruing.

Provided that, as set forth in the S.H.I.P. Note no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the unforgiven amount shall be immediately due and payable. THE UNFORGIVEN AMOUNT OF THE S.H.I.P. MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor



shall repay the loan amount of Twenty Five Thousand 00/100 (\$25,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the S.H.I.P. Note.

All homes would be solely for the persons or families that are included in the category of the low or low income as set forth in Section 420, Florida Statutes and Chapter 67-37, Florida Administrative Code. In the case of death of the owner or demise of the family the heirs or new owner may assume the unpaid balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the Seminole County S.H.I.P. Local Housing Trust Fund.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his S.H.I.P. Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This S.H.I.P. Mortgage shall be subordinate to valid purchase money First Mortgage on this Land. If any provision of this Mortgage shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.



IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Signature: Witness

Amanda Roberts  
Print Name: Witness

Signature: Witness

Mark Wright  
Print Name: Witness

Signature: Owner:

Barbara Perez  
Barbara Perez

102 RHODEN LANE, WINTER SPRINGS, FL

Signature: Owner:

Print Name: Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31ST day of JULY, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BARBARA PEREZ and Mark Wright who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: AMANDA ROBERTS  
Notary Public  
Serial Number CC 991949  
Commission Expires: 1-7-2005

Certified Copy



SEMINOLE COUNTY STATE HOUSING INITIATIVES HOMEOWNER ASSISTANCE PROGRAM

**S.H.I.P. MORTGAGE NOTE**

AMOUNT: \$25,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Twenty Five Thousand (\$25,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This S.H.I.P. Note securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this S.H.I.P. Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the S.H.I.P. Note shall be due and payable in full.
- B. No payment shall be required during the term of this S.H.I.P. Note, and this debt shall be permanently forgiven ten percent (10%), ten (10) years after the date of the execution of this S.H.I.P. Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

RECORD AND RETURN TO:  
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AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOLITRO  
1101 N. FIRST STREET  
SANFORD, FL 32771

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.



2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This S.H.I.P. Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.



Cynthia D.

Amanda Roberts

Signature of Witness

WEEK 10

UP

Barbara T. J.

Signature: Owner

I HEREBY CERTIFY that on this 31st day of JULY, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BARBARA PEREZ and \_\_\_\_\_, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Serial Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



FILE #MM 2002920795  
DR BOOK 04483 PAGE 0501



EXHIBIT "A"

Legal Description

Lot 2 Blk 1, Moss Place, PB 59, PG 25-26

Lot 2, Block 1, MOSS PLACE, according to the Plat as recorded in Plat Book 59, Pages 25 and 26, of the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.

This is not a certified copy

FILE NDM 2002920795  
OR BOOK 04483 PAGE 0602



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 10, 2000, and recorded in Official Records Book 3303, Pages 0470 through and including 0474, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 10, 2000, and recorded in the Official Records Book 3303, Pages 0475 through and including 0477, Public Records of Seminole County, Florida, which encumbered the property located at 578 Cascade Circle, Apt. 106, Casselberry, Florida 32707 the legal description and parcel identification for which are as follows:

Legal description:

UNIT 42C IN SUMMIT VILLAGE UNIT III, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1580, PAGE 699, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO

and also sometimes described as:

UNIT 42C SUMMITVILLAGE UNIT III, A CONDOMINIUM ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 100 TO 102, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 21-21-30-515-0000-42C0

(the "Property,") were made by Susie Rodriguez, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and



WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about June 22, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/7/04  
satisfaction-susie rodriguez



MORTGAGE INFORMATION SERVICES, INC.

48642

\*\*\*\* REAL ESTATE CLOSING \*\*\*\*

Buyer/Borrower: RODRIGUEZ, SUSIE

Seller:

Lender: OAK STREET MORTGAGE, LLC

1004159661

Property: 578 CASCADE CIRCLE/CASSELBERRY FL 32707 /

Settlement Date: June 17, 2004

Closer/Responsible Party: KAREN

Disbursement Date: June 22, 2004

Check Amount: \$ 3,500.00

OAK STREET MORTGAGE

Pay To: SEMINOLE COUNTY SHIP LN

For:

06-23-2004 10:3:26

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

MORTGAGE INFORMATION SERVICES, INC.

ESCROW ACCOUNT TAMPA OFFICE

8001 N. DALE MABRY HWY, STE 601-C

TAMPA, FL 33614

WACHOVIA BANK

63-643/670 998

48642

200000543667

DATE

June 22, 2004

AMOUNT

\$ \*\*\*\*\*3,500.00

PAY --Three Thousand Five Hundred and 00/100----- Dollars

CHECK VOID 60 DAYS AFTER ISSUE

TO THE SEMINOLE COUNTY SHIP LN  
ORDER OF

*[Signature]*



PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	PLAT TOTAL	TAXES REPAID	Back																																																
 <p>Seminole County Property Appraiser Services 1801 E. First St. Sanford FL 32771 407-663-7406</p>																																																					
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 21-21-30-515-0000-42C0      Tax District: C1-CASSELBERRY</p> <p>Owner: RODRIGUEZ SUSIE      Exemptions: 00-HOMESTEAD</p> <p>Address: 578 CASCADE CIR APT 106</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 578 CASCADE CIR #106 CASSELBERRY 32707</p> <p>Subdivision Name: SUMMIT VILLAGE UNIT 3 A CONDO</p> <p>Dor: 04-CONDOMINIUM</p>			<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$58,638</p> <p>Depreciated EXFT Value: \$377</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$59,015</p> <p>Assessed Value (SOH): \$44,330</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$19,330</p> <p align="center">2004 Notice of Proposed Property Tax</p>																																																		
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>02/2000</td> <td>03803</td> <td>0460</td> <td>\$49,300</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>04/1999</td> <td>03654</td> <td>0270</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>05/1999</td> <td>03654</td> <td>0269</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>04/1999</td> <td>03654</td> <td>0268</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1998</td> <td>03366</td> <td>1331</td> <td>\$38,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>07/1987</td> <td>01871</td> <td>0772</td> <td>\$46,900</td> <td>Improved</td> </tr> <tr> <td>TRUSTEE DEED</td> <td>05/1986</td> <td>01743</td> <td>0209</td> <td>\$2,900,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>			Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	02/2000	03803	0460	\$49,300	Improved	QUIT CLAIM DEED	04/1999	03654	0270	\$100	Improved	QUIT CLAIM DEED	05/1999	03654	0269	\$100	Improved	QUIT CLAIM DEED	04/1999	03654	0268	\$100	Improved	WARRANTY DEED	01/1998	03366	1331	\$38,000	Improved	SPECIAL WARRANTY DEED	07/1987	01871	0772	\$46,900	Improved	TRUSTEE DEED	05/1986	01743	0209	\$2,900,000	Improved	<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$484</p> <p>2003 Tax Bill Amount: \$359</p> <p>Save Our Homes (SOH) Savings: \$125</p> <p>2003 Taxable Value: \$18,503</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>		
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BACK

PROPERTY APPRAISER  
KIMBERLY G. HARRIS

CONTACT



33/450

**Seminole County Homeownership**  
**Assistance Program**  
**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 10<sup>th</sup> day of February 2000 by and between Susie Rodriguez, a single person, Thereafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Wherever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.195(1)(C), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
SEMI. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERL WRIGHT  
200 N. WESTMONT DR. STE 4074  
ALTAMONTE SPRS. FL 32714

⑨ Edward Cassia  
2153 22nd Rd  
Altamonte Park FL 32717

MARYANNE JOHNSON  
CLERK OF COURT

SEMINOLE COUNTY, FL  
RECORDING DEPARTMENT

2000 FEB 10 AM 9:37

OFFICIAL RECORDS  
PAGE

3303 0470



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.



Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Elizabeth Ann Hotz  
Print Name: ELIZABETH ANN HOTZ

Edward Casoria  
Print Name: EDWARD CASORIA

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

Susie Rodriguez  
Print Name: Susie Rodriguez

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:



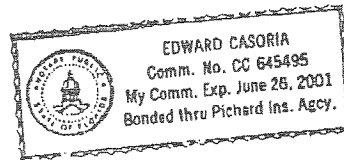
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10<sup>th</sup> day of FEBRUARY, 2000  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared SUSIE RODRIGUEZ  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced FL LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*Edward Casoria*

Name:  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL RECORDS  
BOOK PAGE  
3803 0473  
SEMINOLE CO., FL



EXHIBIT "A"

Unit 42C in SUMMIT VILLAGE UNIT III, a Condominium, according to the Declaration thereof recorded in Official Records Book 1580, page 699, of the Public Records of Seminole County, Florida, together with an undivided interest in the Common Elements appurtenant thereto

OFFICIAL RECORDS  
BOOK PAGE  
3803 0474  
SEMINOLE CO. FL



# Seminole County Homeownership

## Assistance Program

### EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

#### DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

---

3803 0475

OFFICIAL RECORDS  
BOOK PAGE

SEMINOLE CO., FL



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.I.P. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
230 N. WESTMONTE DR., STE#1974  
ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Susie Rodriguez

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

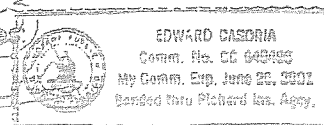
Print Name: \_\_\_\_\_

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of FEBRUARY, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared JOSIE RODRIGUEZ  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced FL LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Serial Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_



OFFICIAL RECORDS  
BOOK PAGE

3 8 5 2 0 4 7 7



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 28, 2000, and recorded in Official Records Book 3943, Pages 1075 through and including 1079, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated September 28, 2000, and recorded in the Official Records Book 3943, Pages 1080 through and including 1082, Public Records of Seminole County, Florida, which encumbered the property located at 513 Fordham Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

Legal description:

LOT 18, BLOCK 19, WEATHERSFIELD SECOND ADDITION,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
12, PAGES 102 AND 103 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification Number: 15-21-29-509-1900-0180

(the "Property,") were made by Rafael and Tomasita Pimental, husband and wife (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the ten (10) year period; and



WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 13, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/7/04  
satisfaction-pimentel





THE CLOSING AGENT II, INC.  
ESCROW ACCOUNT  
735 PRIMERA BOULEVARD, SUITE 115  
LAKE MARY, FL 32746

CNL BANK  
DOWNTOWN OFFICE  
ORLANDO, FLORIDA  
63-1428-631

16856

7/13/2004

PAY TO THE ORDER OF Seminole County

\$ \*\*5,000.00

Five Thousand and 00/100\*\*\*\*\*

DOLLARS

081064/3-90

MEMO L4-6-65Pimentel/Simon

⑈016856⑈ ⑆063114289⑆ 3013612⑈

THE CLOSING AGENT II, INC.  
ESCROW ACCOUNT


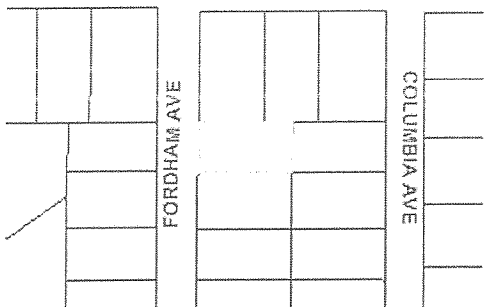

7/13/2004

16856  
5,000.00

CNLBank Escrow Account L4-6-65Pimentel/Simon

5,000.00



PARCEL DETAIL	<a href="#">15-21-29-509-1900-0180</a> <a href="#">SUBDIVISION</a> <a href="#">15-21-29-509-1900-0180</a> <a href="#">15-21-29-509-1900-0180</a>		Back																																										
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																													
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 15-21-29-509-1900-0180      Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: PIMENTEL RAFAEL &amp; TOMASITA      Exemptions: 00-HOMESTEAD</p> <p>Address: 513 FORDHAM AVE</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32714</p> <p>Property Address: 513 FORDHAM AVE ALTAMONTE SPRINGS 32714</p> <p>Subdivision Name: WEATHERSFIELD 2ND ADD</p> <p>Dor: 01-SINGLE FAMILY</p>			<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$72,122</p> <p>Depreciated EXFT Value: \$2,293</p> <p>Land Value (Market): \$17,500</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$91,915</p> <p>Assessed Value (SOH): \$72,535</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$47,535</p>																																										
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>09/2000</td> <td>03943</td> <td>1066</td> <td>\$83,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1994</td> <td>02753</td> <td>1796</td> <td>\$66,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1977</td> <td>01131</td> <td>1618</td> <td>\$25,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1973</td> <td>01001</td> <td>0764</td> <td>\$23,900</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>			Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	09/2000	03943	1066	\$83,000	Improved	WARRANTY DEED	03/1994	02753	1796	\$66,000	Improved	WARRANTY DEED	01/1977	01131	1618	\$25,900	Improved	WARRANTY DEED	01/1973	01001	0764	\$23,900	Improved	<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$937</p> <p>2003 Tax Bill Amount: \$792</p> <p>Savings Due To SOH: \$145</p> <p>2003 Taxable Value: \$46,183</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>												
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																													

[BACK](#)
[PROPERTY APPRAISER HOME PAGE](#)
[CONTACT](#)



AFTER RECORDING, PLEASE RETURN TO:

UNIVERSAL LAND TITLE, INC

580 RIVERHART ROAD #100

LAKE HART, FL 32746

file 00161989

# Seminole County Homeownership

## Assistance Program

### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28<sup>th</sup> day of September 2000 by and between Rafael & Tomasita Pimentel, husband & wife. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (~~\$5,000.00~~), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

S.H.L.P. HOMEOWNERSHIP

ASSISTANCE PROGRAM -

ATTN: CHERI WIGHT

235 N. WESTMONTE DR. STE#1024

ALTAMONTE SPCS. FL 32714

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

606411

2000 OCT 24 AM 10:50

SEMINOLE CO., FL

1075

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

OFFICIAL RECORDS  
PAGE  
943



7943 1076  
ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved hereinafter, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be on one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.



3943 1077  
Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage ~~as long as~~ the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100 (\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Holly A. Roser  
Print Name: HOLLY A. ROSER

Jean Nunez  
Print Name: JEAN NUNEZ

Print Name:

Print Name:

Rafael Pimentel  
Print Name: Rafael Pimentel - 513 Fordham Ave.  
Altamonte Springs, FL 32714

Tomasita Pimentel  
Print Name: Tomasita Pimentel  
513 Fordham Avenue  
Altamonte Springs, FL 32714

Print Name:

Print Name:



3943 1078

SEMINOLE CO., FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28<sup>th</sup> day of September, 2000  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Rabel Pimentel  
and Tamara Pimentel, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Driver's license as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Holly A. Roser  
Name: HOLLY A. ROSER  
Notary Public  
Serial Number  
Commission Expires:  Holly A Roser  
My Commission CC687028  
Expires November 18, 2001



Lot 18, Block 19, WEATHERSFIELD SECOND ADDITION, according to  
the Plat recorded in Plat Book 12, pages 102 and 103, as  
recorded in the Public Records of Seminole County, Florida;  
said land situate, lying and being in Seminole County, Florida.

This is not a certified copy



3943 1080

Seminole County HomeownershipAssistance Program

EXHIBIT "B"

## SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, of order, the manner hereinafter specified, the sum of **Five Thousand Dollars & 00/100 (\$5,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



3943 1080

Seminole County HomeownershipAssistance Program

## EXHIBIT "B"

## SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Five Thousand Dollars & 00/100 (\$5,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



3949 1081

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

~~THIS DOCUMENT~~ was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.I.P. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
230 N. WESTMONTE DR., STE#1974  
ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



1082

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Holly A. Roser  
Print Name: HOLLY A. ROSER

Tomasita Pimentel  
Print Name: TOMASITA PIMENTEL

Print Name:

Print Name:

Rafael Pimentel  
Print Name: Rafael Pimentel  
513 Furdham Avenue  
Altamonte Springs, FL 32714

Tomasita Pimentel  
Print Name: Tomasita Pimentel  
513 Furdham Avenue  
Altamonte Springs, FL 32714

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of September, 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Rafael Pimentel and Tomasita Pimentel, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Holly A. Roser  
Name: HOLLY A. ROSER  
Notary Public  
Serial Number  
Commission

My Commission Expires November 10, 2001



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 31, 2000, and recorded in Official Records Book 3949, Pages 1892 through and including 1896, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 31, 2000, and recorded in the Official Records Book 3949, Pages 1897 through and including 1899, Public Records of Seminole County, Florida, which encumbered the property located at 129 Lauren Court East, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Legal description:

PART OF LOTS 15 AND 16, PRAIRIE LAKE MANORS AS RECORDED IN PLAT BOOK 11, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 15, RUN E 90°00'00" E 100.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 15 TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE RUN S 90°00'00" S 75.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 15; THENCE RUN S 89°54'10" W 43.88 FEET; THENCE RUN N 86°85'34" W 68.29 FEET TO THE SOUTHERLY LINE OF SAID LOT 15; THENCE RUN N 45°00'00" W 25.36 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 15 OF THE SOUTHWEST CORNER OF SAID LOT 15; THENCE RUN NORTHERLY 58.90 FEET ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET A DELTA OF 45°00'00" AND A CHORD BEARING OF N 22°29'17" E TO THE POINT OF BEGINNING, ALSO BEGIN AT THE NORTHEAST CORNER OF SAID LOT 16 RUN S 45°00'00" E 25.36 FEET ALONG THE EASTERLY LINE OF SAID LOT 16; THENCE RUN N 86°05'34" W 39.94 FEET TO THE NORTHERLY LINE OF SAID LOT 16; THENCE RUN NORTHERLY 26.82 FEET ALONG THE NORTHERLY LINE OF SAID LOT 16 AND THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET, A DELTA OF



20°29'00" AND A CHORD BEARING OF N 55°13'50" E TO THE  
POINT OF BEGINNING

Parcel Identification Number: 18-21-30-5DX-0000-0150

(the "Property,") were made by Gerardo Velez and Katherine Aviles, husband and wife (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owners have refinanced the Property within the ten (10) year period; and

**WHEREAS**, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

**WHEREAS**, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about August 11, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.



IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By:\_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date:\_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-velez aviles



File : FO040694

Buyer : GERARDO VELEZ; KATHERINE AVILES

Seller :

Property Address : 129 LAUREN Court E CASSELBERRY, FL 32730


Escrow Officer : Greg Parlante

(105) PAYOFF SEMINOLE COUNTY GOV - \$3,500.00

1-53992

8/11/2004

\$ \*\*\*\*\$3,500.00

<b>ACCELERATED TITLE CO.</b> Tampa Escrow 1018 North Ward Street Tampa, FL 33607 Phone: (813) 287-0606	File : FO040694	AmSouth Tampa, Florida 33607	1-53992
Pay Three Thousand Five Hundred and 00/100 Dollars			
To the order of SEMINOLE COUNTY GOVERNMENT SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE SHIP PAYOFF ATTN: ANNIE W. KNIGHT MORTGAGE TECHNICAL SPECIALIST		8/11/2004 \$ ****\$3,500.00	Void after 90 days 
⑈100053992⑈ ⑆062203735⑆ 0010034757⑈			

VOID IF BATH IS A ORIGINAL BY RUBBING THE INK OFF THE BACK THE COLOUR SHOULD DISAPPEAR WHEN RUBBED AND REAPPEAR WHEN RELEASED



PARCEL DETAIL	RECENT EVENTS	ORIGINAL PARCEL	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																												
 <p><b>Seminole County</b> Property Appraiser Services 1001 W. Bruce St. Sanford, FL 32771 407-665-7506</p>																																																																	
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 18-21-30-5DX-0000-0150 Tax District: 01-TX DIST 1 - COUNTY            Owner: VELEZ GERARDO &amp; Exemptions: 00-HOMESTEAD            Own/Addr: AVILES KATHERINE            Address: 129 LAUREN CT E            City,State,ZipCode: CASSELBERRY FL 32707            Property Address: 129 LAUREN CT E CASSELBERRY 32707            Subdivision Name: PRAIRIE LAKE MANORS            Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market            Number of Buildings: 1            Depreciated Bldg Value: \$57,901            Depreciated EXFT Value: \$599            Land Value (Market): \$16,000            Land Value Ag: \$0            Just/Market Value: \$74,500            Assessed Value (SOH): \$62,205            Exempt Value: \$25,000            Taxable Value: \$37,205</p>																																																													
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>10/2000</td> <td>03949</td> <td>1883</td> <td>\$85,300</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1999</td> <td>03607</td> <td>0408</td> <td>\$74,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>07/1990</td> <td>02206</td> <td>0588</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>ARTICLES OF AGREEMENT</td> <td>04/1980</td> <td>01280</td> <td>1535</td> <td>\$34,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1974</td> <td>01014</td> <td>1452</td> <td>\$20,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	10/2000	03949	1883	\$85,300	Improved	WARRANTY DEED	02/1999	03607	0408	\$74,000	Improved	QUIT CLAIM DEED	07/1990	02206	0588	\$100	Improved	ARTICLES OF AGREEMENT	04/1980	01280	1535	\$34,900	Improved	WARRANTY DEED	01/1974	01014	1452	\$20,000	Improved	<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$718            2003 Tax Bill Amount: \$618            Savings Due To SOH: \$100            2003 Taxable Value: \$36,045            DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																									
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  <i>Also</i> If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																	

BACK

PROPERTY APPRAISER  
HOWARD

CONTACT



33/150  
H

**Seminole County Homeownership  
Assistance Program  
Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 31st day of October, 2000 by and between Gerardo Velez & Katherine Aviles husband & wife. Therein after referred to the "Mortgagor" and Seminole County, political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagees.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.I.E. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
239 N. WESTMONTA DR., STE#1074  
ALTA MONTA SPGS. FL 32714

RETURN TO: FIRST AMERICAN TITLE INSURANCE COMPANY  
1685 LEE ROAD, SUITE 100, WINTER PARK, FLORIDA 32789

OFFICIAL RECORDS  
BOOK PAGE  
3949 1892

SEMINOLE CO. OF FL

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
611532

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED  
2000 NOV -3 AM 9:03



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.



Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Print Name: WENDY L. JENSEN  
Witness

Print Name: ANDY BRAVITZSKI  
Witness

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Gerardo Velez  
129 Lauren Ct., Casselberry, FL 32730

Print Name: Katherine Aviles  
129 Lauren Ct., Casselberry, FL 32730

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 11th day of October, 2000,  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Garrett Sales  
and Katherine Ariles, husband and wife, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced driver license as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Wendy C. Ziegler  
Name: Wendy C. Ziegler  
Notary Public  
Serial Number  
Commission Expires:



Wendy C. Ziegler  
My Commission CC000013  
Expires November 18, 2000

EDWARD CO. FL

3949 1895



Subdivision A

Part of Lots 15 and 16, Prairie Lake Hammock as recorded in Plat Book 11, Page 75, of the Public Records of Seminole County, Florida described as follows: Begin at the Northwest corner of said Lot 15, run N  $94^{\circ}00'00''$  E 100.00 feet along the Northerly line of said Lot 15 to the Northeast corner of said Lot 15; thence run S  $86^{\circ}05'00''$  E 75.00 feet along the Easterly line of said Lot 15; thence run S  $89^{\circ}54'10''$  W 43.88 feet; thence run N  $86^{\circ}05'34''$  W 60.29 feet to the Southerly line of said Lot 15; thence run N  $45^{\circ}00'00''$  W 25.36 feet along the Southerly line of said Lot 15 to the Southwest corner of said Lot 15; thence run Northerly 58.90 feet along the Westerly line of said Lot 15 and the arc of a curve concave Northwesterly having a radius of 75.00 feet a delta of  $45^{\circ}00'00''$  and a chord bearing of N  $22^{\circ}29'17''$  E to the Point of Beginning, also begin at the Northeast corner of said Lot 16 run S  $45^{\circ}00'00''$  E 25.36 feet along the Easterly line of said Lot 16; thence run N  $86^{\circ}05'34''$  W 39.94 feet to the Northerly line of said Lot 16; thence run Northerly 26.82 feet along the Northerly line of said Lot 16 and the arc of a curve concave Northwesterly having a radius of 75.00 feet, a delta of  $20^{\circ}29'00''$  and a chord bearing of N  $55^{\circ}13'50''$  E to the Point of Beginning.

SEMINOLE CO. FL.

3949 1896

Not a Certified Copy



# Seminole County Homeownership Assistance Program

## EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

### DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

3949 1897

OFFICIAL RECORD  
BOOK PAGE



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.P. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
220 N. WESTMONTE DR., STE#1974  
ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS  
BOOK PAGE  
3949 1898  
SEMINOLE CO., FL



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:  
Witness

WENDY C. ZUGLER

Print Name: Gerardo Velez

Print Name: Katherine Aviles

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this 31st day of October, 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gerardo Velez and Katherine Aviles, husband and wife, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public

Serial Number

Commission Expires



Wendy C. Zugler  
My Commission Expires  
November 15, 2000



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 15, 2002, and recorded in Official Records Book 04467, Pages 1339 through and including 1342, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated July 15, 2002, and recorded in the Official Records Book 04467, Pages 1343 through and including 1345, Public Records of Seminole County, Florida, which encumbered the property located at 413 Beth Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LESS THE FOLLOWING:

PARCEL NO. 252

SECTION 77310-2502

A PORTION OF LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, AS RECORDED IN PLAT BOOK 13, PAGES 29 THROUGH 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND "DOUDNEY" 4 INCH BY 4 INCH CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77310-2502; THENCE RUN SOUTH 89°53'09" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 895.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BETH DRIVE (A 70 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE DEPARTING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, RUN SOUTH 00°13'09" WEST ALONG THE



EASTERLY RIGHT-OF-WAY LINE OF SAID BETH DRIVE, A DISTANCE OF 138.88 FEET; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID BETH DRIVE RUN SOUTH 16°11'41" EAST, 52.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SATSUMA DRIVE (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED) SAID POINT LYING ON THE NORTH LINE OF SAID LOT 30, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR; THENCE RUN SOUTH 89°53'01" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SATSUMA DRIVE AND THE NORTH LINE OF SAID LOT 30, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 80.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SATSUMA DRIVE RUN SOUTH 00°10'52" WEST ALONG THE EAST LINE OF SAID LOTS 30 AND 31, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 140.21 FEET ; THENCE RUN SOUTH 00°34'43" EAST ALONG THE EAST LINE OF LOTS 31 AND 32, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 143.84 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR; THENCE CONTINUE SOUTH 00°34'43" EAST ALONG THE EAST LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 71.92 FEET; THENCE, DEPARTING THE EAST LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, RUN NORTH 09°21'48" WEST 77.34 FEET, TO THE NORTH LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR; THENCE RUN SOUTH 69°40'16" EAST ALONG THE NORTH LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 12.64 FEET OT THE POINT OF BEGINNING.

BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2715, PAGE 87, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 24-19-30-512-0A00-0330

(the "Property,") were made by Pamela M. Torrey, a single woman (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and



WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about August 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-torrey



DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE A PENTAGON SHAPED TRUE WATERMARK IN THE PINK PAPER

# SUNBELT

TITLE AGENCY

Bank of America  
101 E. Kennedy Blvd. 5th Floor  
Tampa, FL 33602

185203878

400 Park Avenue S., Suite 210  
Winter Park, Florida 32789  
(407) 599-4904

FILE #  
152040141-SB

DATE  
8/16/2004

63-4/630

PAY Twenty-Five Thousand and 0 /100

\$25,000.00

Void after 90 days

TO THE SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE TRUST ACCOUNT  
ORDER OF 1101 N. FIRST STREET  
SANFORD FL 32771

MEMO

Ref: Pamela Torrey  
413 Beth Dr. Sanford

⑈185203878⑈ ⑆063000047⑆ 005487624473⑈

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS - COLOR WILL CHANGE ON AN AUTHENTIC CHECK - IF COLOR DOES NOT CHANGE DO NOT ACCEPT

152040141-SB  
Ref:  
413 BETH DRIVE, SANFORD, FL 32771


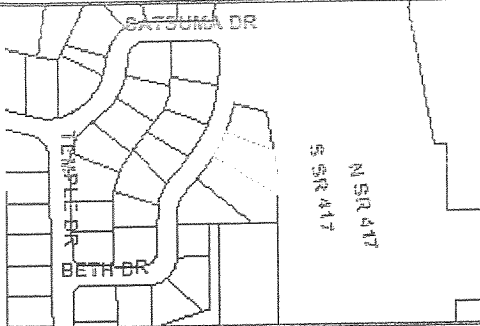

8/16/2004

185203878

Net Payoff to SEMINOLE COUNTY COMMUNITY DEVELOPMENT 25000.00

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE  
1101 N. FIRST STREET  
SANFORD FL 32771



PARCEL DETAIL	REAL ESTATE	PLANNING PROJ.	TAX INFO	SALES SEARCH	Back																																																												
 <p><b>Seminole County</b> Property Appraiser Services 1101 W. Birch St. Sanford FL 32771 407-663-7506</p>																																																																	
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 34-19-30-512-0A00-0330 Tax District: 01-TX DIST 1 - COUNTY  Owner: TORREY PAMELA M Exemptions: 00-HOMESTEAD  Address: 413 BETH DR  City,State,ZipCode: SANFORD FL 32771  Property Address: 413 BETH DR SANFORD 32771  Subdivision Name: RAVENNA PARK 2ND SEC OF LOCH ARBOR  Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$58,301  Depreciated EXFT Value: \$1,452  Land Value (Market): \$15,300  Land Value Ag: \$0  Just/Market Value: \$75,053  Assessed Value (SOH): \$64,864  Exempt Value: \$25,000  Taxable Value: \$39,864</p>																																																													
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>07/2002</td> <td>04467</td> <td>1327</td> <td>\$85,000</td> <td>Improved</td> </tr> <tr> <td>CORRECTIVE DEED</td> <td>05/2002</td> <td>04408</td> <td>0023</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/2002</td> <td>04341</td> <td>1980</td> <td>\$47,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1994</td> <td>02851</td> <td>0427</td> <td>\$54,900</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>07/1994</td> <td>02800</td> <td>0948</td> <td>\$37,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>01/1994</td> <td>02731</td> <td>1041</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>01/1994</td> <td>02715</td> <td>0087</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1987</td> <td>01815</td> <td>0384</td> <td>\$46,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1979</td> <td>01226</td> <td>1753</td> <td>\$20,500</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	07/2002	04467	1327	\$85,000	Improved	CORRECTIVE DEED	05/2002	04408	0023	\$100	Improved	WARRANTY DEED	02/2002	04341	1980	\$47,000	Improved	WARRANTY DEED	11/1994	02851	0427	\$54,900	Improved	SPECIAL WARRANTY DEED	07/1994	02800	0948	\$37,000	Improved	SPECIAL WARRANTY DEED	01/1994	02731	1041	\$100	Improved	CERTIFICATE OF TITLE	01/1994	02715	0087	\$100	Improved	WARRANTY DEED	01/1987	01815	0384	\$46,000	Improved	WARRANTY DEED	05/1979	01226	1753	\$20,500	Improved	<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$663  2003 Tax Bill Amount: \$663  Savings Due To SOH: \$0  2003 Taxable Value: \$38,655  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>	
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																	

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



Seminole County S.H.I.P. Homeownership Assistance Program

## S.H.I.P. Mortgage

THIS MORTGAGE is hereby made and entered into this 15<sup>th</sup> day of July, 2002 by and between ~~Pamela Torrey~~ hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

\* A SINGLE WOMAN

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Mortgage Note of even date herewith (\$25,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

RECORD & RETURN TO:  
KAMPT TITLE & GUARANTY CORP.  
200 W. First Street  
Sanford, FL 32771  
LAURA IRIGORYEN

File No: 54140

This instrument was prepared by:

AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOLITRO  
1101 N. FIRST STREET  
SANFORD, FL 32771

RECORDED BY 6 HARTFORD  
RECORDING FEE \$ 33.00  
NOTARIAL 07/26/2002 09:21:46 PM  
CLERK'S # 2002012301  
SERIAL COUNTY  
BR 06467 PG 1339  
KAMPT TITLE & GUARANTY CORP.



FILE NUM 2002912321

OR BOOK 04467 PAGE 1340

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Twenty Five Thousand 00/100 (\$25,000.00) to Mortgagee in full, less any available



2002912381

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of forgiveness as provided in the recapture provisions of the Federal Regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to valid purchase money First Mortgage on this Land. If any provision of this Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Signature: \_\_\_\_\_ Witness \_\_\_\_\_

Signature Owner:

LINDA K. GOINS

Print Name: WINESS

Pamela Torrey

413 BETH DRIVE, SANFORD, FL. 32771

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Signature Owner:

BARBARA MONROE

Print Name: Witness

Print Name: Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of JULY, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PAMELA M. TORREY, A SINGLE WOMAN and \_\_\_\_\_, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: LINDA K. GOINS

# Neon Public

0010 000000 00 000000

Commission Expires: JANUARY 24, 2004



1. James E. Collins  
 2. 1010 1st St. N. W.  
 3. Washington, D. C.  
 4. 20001



FILE NUM 2002912381  
OR BOOK 04467 PAGE 1342**EXHIBIT "A"**  
**OF S.H.I.P. MORTGAGE****LEGAL DESCRIPTION**

Lot 33, Block A, SECOND RAVENNA PARK, SECTION OF LOCH ARBOR, according to the Plat thereof, as recorded in Plat Book 13, Pages 29, 30 and 31, of the Public Records of Seminole County, Florida. LESS THE FOLLOWING:

PARCEL NO. 252

SECTION 77310-2502

A portion of Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, as recorded in Plat Book 13, Pages 29 through 31, of the Public Records of Seminole County, lying in Section 34, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at a found "Doudney" 4 inch by 4 inch concrete monument marking the Northwest corner of the Southeast 1/4 of said Section 34 as shown on Florida Department of Transportation Right-of-Way Map, Section 77310-2502; thence run South 89°53'09" East along the North line of the Southeast 1/4 of said Section 34, a distance of 895.61 feet to the Easterly right-of-way line of Beth Drive (a 70 foot right-of-way as now established); thence departing the North line of the Southeast 1/4 of said Section 34, run South 00°13'09" West along the Easterly right-of-way line of said Beth Drive, a distance of 138.88 feet; thence departing the Easterly right-of-way line of said Beth Drive run South 16°11'41" East, 52.10 feet to a point on the Southerly right-of-way line of Satsuma Drive (a 50' right-of-way as now established) said point lying on the North line of Lot 30, Block A, Second Ravenna Park Section of Loch Arbor; thence run South 89°53'01" East along the Southerly right-of-way line of said Satsuma Drive and the North line of said Lot 30, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 80.09 feet to the Northeast corner of said Lot 30; thence departing the Southerly right-of-way line of said Satsuma Drive run South 00°10'52" West along the East line of said Lots 30 and 31, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 140.21 feet; thence run South 00°34'43" East along the East line of Lots 31 and 32, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 143.84 feet for a POINT OF BEGINNING, said point being the Northeast corner of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor; thence continue South 00°34'43" East along the East line of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 71.92 feet; thence, departing the East line of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, run North 09°21'48" West 77.34 feet, to the North line of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor; thence run South 69°40'16" East along the North line of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 12.64 feet to the POINT OF BEGINNING.

Being a portion of lands as described in Official Records Book 2715, Page 87, Public Records of Seminole County, Florida.



FILE NUM 2002912381  
OR BOOK 04467 PAGE 1343Seminole County S.H.I.P. Homeownership Assistance ProgramEXHIBIT "B"  
S.H.I.P. MORTGAGE NOTEAMOUNT: \$25,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Twenty Five Thousand (\$25,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

---

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY COMMUNITY  
DEVELOPMENT OFFICE  
ATTN: LORI SOUTRO  
1101 N. FIRST STREET  
SANFORD, FL 32771



FILE REF 2002912381

OR BOOK 04467 PAGE 134E

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signature: Witness

Signature: Owner Donna M. Torrey

LINDA K. GOINS  
Print Name: Witness

Signature, Witness

Pamela Torrey  
413 BETH DRIVE, SANFORD, FL. 32771

Signature: Owner

BARBARA MONROE  
Print Name: Witness

Print Name: Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of JULY, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PAMELA TORREY and \_\_\_\_\_, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Linda K. Gools  
MY COMMISSION # CC293134 EXPIRES  
January 24, 2004  
DONATED TO THE TEXAS AG ASSOCIATION

Name: LINDA K. GOINS  
Notary Public  
Serial Number CC 893134  
Commission Expires: JANUARY 24, 2002



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated March 27, 2003, and recorded in Official Records Book 4766, Pages 0098 through and including 0100, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THIRTEEN THOUSAND TWO HUNDRED FORTY-TWO AND 55/100 DOLLARS (\$13,242.55) (the "Note"), dated March 27, 2003, and recorded in the Official Records Book 4766, Pages 0101 through and 0102, Public Records of Seminole County, Florida, which encumbered the property located at 211 W. 20<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

**Legal Description:**

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5, BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-534-0200-0030

(the "Property,") were made by Maria Baez, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, refinance, sell, or in any manner cease to occupy the Property as her primary residence, or dispose of the Property within six (6) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner has sold or refinanced the Property within the six (6) year period; and



WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant;

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND FIVE HUNDRED NINETY-FOUR AND 04/100 DOLLARS (\$10,594.04), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 8, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By:\_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date:\_\_\_\_\_

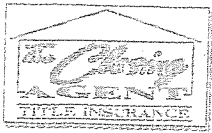
For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/11/04  
satisfaction - Baez rahabilitation





THE CLOSING AGENT II, INC.  
ESCROW ACCOUNT  
735 PRIMERA BOULEVARD, SUITE 115  
LAKE MARY, FL 32746

CNL BANK  
DOWNTOWN OFFICE  
ORLANDO, FLORIDA  
63-1428-631

16123

6/8/2004

PAY TO THE ORDER OF Seminole County

\$ \*\*10,594.04

Ten Thousand Five Hundred Ninety-Four and 04/100\*\*\*\*\*

DOLLARS

MEMO L4-5-39Baez/Monroe

⑈016123⑈ ⑆063114289⑆ 3013612⑈

THE CLOSING AGENT II, INC.  
ESCROW ACCOUNT  
SEMINOLE COUNTY

6/8/2004

16123  
10,594.04

CNLBank Escrow Account L4-5-39Baez/Monroe

10,594.04



SHIP Rehabilitation Mortgage

THIS Mortgage entered into this 27th day of March, 2003,  
between Maria Baez, hereinafter referred to as "Owner," and Seminole County, a political  
subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771 hereinafter  
"County."

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners  
for purposes of assisting said owners in the repair and rehabilitation of certain  
improvements ~~(their existing housing)~~ found upon such owned real property; said real  
property being located at: 211 W 20<sup>th</sup> Street, Sanford, Florida 32771. And said property  
being legally described as: The East 5 feet of Lot 3, all of Lot 4, and the West 30 feet of Lot  
5, Block 2, Highland Park, according to the plat thereof as recorded in Plat book 4, Page 28  
of the Public Records of Seminole County Florida #36-19-30-534-0200-  
0030

\_\_\_\_\_ or described in  
Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for  
the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as  
specified on the Note accompanying this Mortgage, so long as the Owner does not sell,  
convey, lease, or otherwise dispose of the rehabilitated improvements or the real property  
upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner agree  
as follows:

1. A lien is hereby established in favor of the County to provide security for the  
amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made  
a part which becomes payable by the Owner, or the Owner's estate, personal  
representatives, heirs or devisee.



2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.
3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the County.
4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the un-forgiven amount of the original Promissory Note, plus the amount of all applicable Modifications to that Note and this Mortgage, less payments made on the principal amount, if any.
5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the County.
6. All costs, including a reasonable attorney's fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.
7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.
8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in



connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

Brenda Drinnan

Signature of Witness -

BRENDA DRINNAN

Print name

Maria Baez

Signature of Owner

Maria Baez

Print name

Signature of Witness -

Print name

Signature of Owner

Print name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME personally appeared Maria Baez to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27th day of March, 2003.

This Instrument prepared by and return to:

Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road, Lake Mary FL 32746  
Attn: Marci H. Carter

Marci H Carter

(Notary Signature)

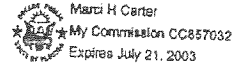
Marci H. Carter

NOTARY PUBLIC

State of Florida at Large

My Commission expires 7-21-03

Seal





### SHIP Deferred Payment Promissory Note

NAME: Maria Baez

Date: March 27, 2003

AMOUNT: 13,242.55

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminole County SHIP Program, 1101 E. First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of Thirteen Thousand two hundred forty two and 55/100 \$13,242.55. Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

1. Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement....100% of the principal amount of this Note must be repaid.
2. Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.
3. Voluntary divestment or coverage during the third (3rd) year from the date of execution of this Agreement....60% of the principal amount of this Note must be repaid.
4. Voluntary divestment or coverage during the fourth (4th) year from the date of execution of this Agreement....40% of the principal amount of this Note must be repaid.
5. Voluntary divestment or coverage during the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.
6. Voluntary divestment or coverage during the sixth (6th) year from the date of execution of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms of the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the County.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

SEMINOLE COUNTY



If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, the said party) hereunto set her hand and seal this day and year first above written.

ATTEST:

Brenda Drinnan  
Signature of Witness

Maria Baez  
Signature of Owner

BRENDA DRINNAN  
Print Name

Maria Baez  
Print Name

Signature of Witness

Signature of Owner

Print Name

Print Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME personally appeared Maria Baez to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27th day of March, 2003.

This Instrument prepared by and return to:  
Marci Carter  
Meals On Wheels, Etc., Inc  
1097 Sand Pond Road  
Lake Mary, Florida 32746


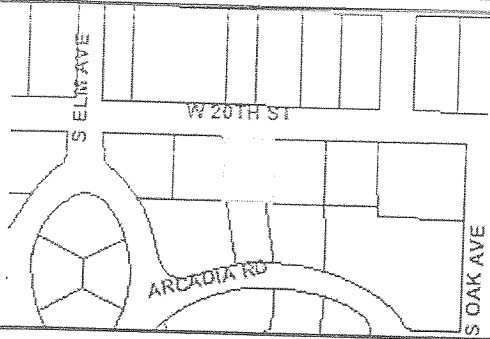
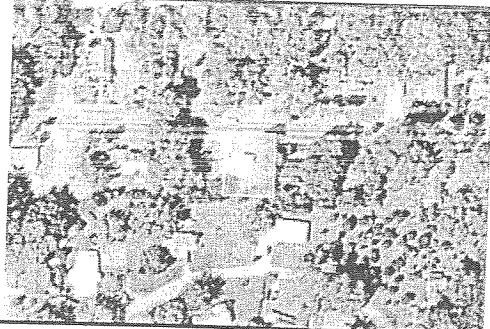
Marci H Carter  
(Notary Signature)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires 7-21-03  
Seal

Marci H Carter  
My Commission CC857032  
Expires July 21, 2003

SEMINOLE COUNTY



PARCEL DETAIL		<a href="#">HOME</a> <a href="#">PROPERTY INFO</a> <a href="#">PARCEROLL</a> <a href="#">APPROPRIATE</a>																																																					
 <p>Seminole County Property Appraiser Services 1101 E. Birch St. Sanford FL 32771 407-665-7506</p>																																																							
<b>GENERAL</b> Parcel Id: 36-19-30-534-0200-0030 Tax District: S1-SANFORD Owner: BAEZ MARIA Exemptions: 00-HOMESTEAD Address: 211 W 20TH ST City,State,ZipCode: SANFORD FL 32771 Property Address: 211 20TH ST W SANFORD 32771 Subdivision Name: HIGHLAND PARK Dor: 01-SINGLE FAMILY		<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$28,526 Depreciated EXFT Value: \$0 Land Value (Market): \$20,910 Land Value Ag: \$0 Just/Market Value: \$49,436 Assessed Value (SOH): \$37,664 Exempt Value: \$25,000 Taxable Value: \$12,664																																																					
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<b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																							

[BACK](#)
[PROPERTY APPRAISER  
HOME PAGE](#)
[CONTACT](#)



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF SEMINOLE COUNTY HOUSING REHABILITATION**  
**PROGRAM AGREEMENT BETWEEN SUBGRANTEE AND OWNER,**  
**SATISFACTION OF RELATED MEMORANDUM OF AGREEMENT**  
**AND RELEASE OF RESTRICTIVE COVENANTS**

**Know All Persons By These Presents:**

**WHEREAS**, that certain Seminole County Housing Rehabilitation Program Agreement dated October 14, 1998, between Carleene W. Finch, a married woman, and Wyman Fields Foundation, Inc., a Florida not-for-profit corporation (the "Agreement") and that certain Memorandum of Agreement dated February 11, 2000, between Carleene W. Finch and James M. Finch, II, as husband and wife, and Wyman Fields Foundation, Inc. and recorded in the Official Records Book 3845, Page 1226 of the Public Records of Seminole County, Florida (the "Memorandum of Agreement"), both instruments having encumbered the property located at 321 Sand Pine Place, Geneva, Florida 32732, the legal description and parcel identification for which are as follows:

**LEGAL DESCRIPTION:**

LEGAL SECTION 26, TOWNSHIP 20S, RANGE 32 EAST, SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 OF SW 1/4 OF NE 1/4 OF NW 1/4;  
SUBJECT TO PUBLIC ROAD RIGHT OF WAY EASEMENT OVER THE EAST 33 FEET THEREOF FOR THE PURPOSE OF INGRESS AND EGRESS OVER SAME TO STATE ROAD 46. TOGETHER WITH A NON-EXCLUSIVE ROAD RIGHT OF WAY EASEMENT OVER A 66 FOOT STRIP OF LAND, LYING 33 FEET ON EACH SIDE OF THE CENTERLINE THEREOF, DESCRIBED AS FOLLOWS: BEING AT THE NE CORNER OF SW 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 32 EAST, RUN SOUTH PARALLEL TO THE WEST BOUNDARY LINE OF SAID SECTION APPROXIMATELY 1134 FEET TO RIGHT OF WAY OF STATE ROAD 46; FOR THE PURPOSE OF INGRESS AND EGRESS TO STATE ROAD

and also described as:

LEG SEC 26 TWP 20S RGE 32E SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 AND NW 1/4 OF SW 1/4 OF NE 1/4 OF NW 1/4



Parcel Identification No.: 26-20-32-300-008E-0000

(hereinafter the "Property,") were made by Carleene W. Finch and James M. Finch, II, husband and wife (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and the Wyman Fields Foundation, Inc., (the "Subrecipient"); and

**WHEREAS,** the Agreement and the Memorandum of Agreement (collectively the "Agreements") arranged for a home rehabilitation grant in the amount of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to rehabilitate and remodel the residence of the Owners; which amount was to be provided through the Subrecipient in consideration of the Owners' covenant to give both the Subrecipient and the County the same financial recovery and covenant enforcement powers with respect to the Property; and

**WHEREAS,** the Memorandum of Agreement, upon its recording, created public notice of certain restrictive covenants as to use of the Property for only low income housing as well as placing limits on alienation, and granted to the County and the Subrecipient certain interests in the Property including particularly repayment of the grant should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within fifteen (15) years from the date of the Agreements (the "Affordability Period") or otherwise cease using the Property for low income housing; and

**WHEREAS,** the Agreements contained a provision for the release of the restrictive use covenants by either the County or the Subrecipient under certain conditions including the sale or refinancing of the Property prior to expiration of the Affordability Period; and

**WHEREAS,** the Agreements provided for a declining balance formula for mandatory repayment of the grant depending upon the length of time of compliance with the Affordability Period; and

**WHEREAS,** the Owners have sold the Property after approximately five (5) years, nine (9) months of the total fifteen (15) year Affordability Period; and

**WHEREAS,** the County and Subrecipient did not transfer, assign, pledge, or otherwise encumber any of their rights or interests obtained pursuant to the Agreements except as noted above; and

**WHEREAS,** the County has been requested to release the Property from any and all liens, encumbrances, and restrictive use covenants within the Agreements in exchange for tendering of the amount due under the Agreements:



**NOW THEREFORE**, in consideration of the foregoing recitals and the payment of THIRTY-SEVEN THOUSAND FOUR HUNDRED TWO and NO/100 DOLLARS (\$37,402.00), the receipt of which is hereby acknowledged, paid to the County on or about July 12, 2004, and pursuant to the terms of the Agreements, the County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, their heirs, assigns, and successors in interest to the fee simple ownership of the Property are forever freed, exonerated, discharged, and released from any lien created by the Agreements and all restrictive covenants as to use, alienation, and other matters, and every part thereof and the County does hereby direct the Clerk of Circuit Court of Seminole County, Florida to cancel the same of record.

**IN WITNESS WHEREOF**, the County has caused this instrument to be executed as of the dates set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney



UNIVERSAL LAND TITLE, INC.  
ESCROW ACCOUNT  
650 S. CENTRAL AVE, SUITE 3000  
OVEIDO, FL 32765  
(800)582-4686

CHECK NO. 18019206  
FILE NO. 04185365  
DATE: 07/12/2004  
CHECK AMOUNT: \$37,402.00

SEMINOLE COUNTY

File No.: 04185365

Seller: FINCH, III

Buyer: REDD

Prop Addr: 321 SAND PINE PLACE GENEVA FL 32732

Legal Descr:

PAYOFF FIRST MORTGAGE

Closer: Lisa Zdrodowski

\$37,402.00

CHECK NO. 18019206

FILE NO. 04185365

DATE: 07/12/2004

CHECK AMOUNT: \$37,402.00

SRC 001 (REV 07/102)

PLEASE DETACH AND RETAIN THIS STATEMENT BEFORE DEPOSITING THE CHECK

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. ☐ CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM. ☐

UNIVERSAL LAND TITLE, INC.  
ESCROW ACCOUNT  
650 S. CENTRAL AVE, SUITE 3000  
OVEIDO, FL 32765  
(800)582-4686

Bank of America Customer Connection  
Bank of America, N.A.  
Bank of America Customer Connection-Texas

32-1  
1110

CHECK NO. 18019206  
FILE NO. 04185365  
DATE: 07/12/2004

PAY ONLY THREE SEVEN FOUR ZERO TWO DOLLARS AND 00 CENTS

PAY THIRTY-SEVEN THOUSAND FOUR HUNDRED TWO DOLLARS AND 00 CENTS \*\*\*\*\*

TO  
THE  
ORDER  
OF

SEMINOLE COUNTY



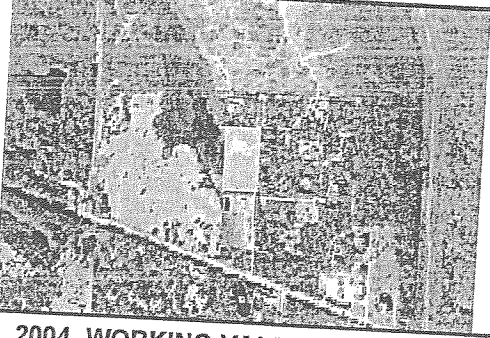
CHECK AMOUNT  
\*\*\*\*\*\$37,402.00

VOID OVER \$37,402.00  
VOID AFTER 180 DAYS  
TWO SIGNATURES REQUIRED

AUTHORIZED SIGNATURE

18019206 111000012 3752240630



PARCEL DETAIL		LEGAL DESCRIPTION		SALES HISTORY		BUILDING INFORMATION																																											
 <p><b>Seminole County</b> Property Appraiser Service 1111 E. First St. Seminole, FL 32771 407-666-7500</p>																																																	
<b>GENERAL</b> Parcel Id: 26-20-32-300-008E-0000      Tax District: 01-TX DIST 1 - COUNTY Owner: FINCH JAMES M II & FINCH JAMES      Exemptions: Own/Addr: III & FINCH CHRISTOPHER Address: 2506 TANGERINE ST NE City,State,ZipCode: PALM BAY FL 32905 Property Address: 321 SAND PINE PL GENEVA 32732 Subdivision Name: Dor: 01-SINGLE FAMILY				<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$49,514 Depreciated EXFT Value: \$0 Land Value (Market): \$60,000 Land Value Ag: \$0 Just/Market Value: \$109,514 Assessed Value (SOH): \$109,514 Exempt Value: \$0 Taxable Value: \$109,514 2004 Notice of Proposed Property Tax																																													
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SEMINOLE COUNTY HOUSING REHABILITATION PROGRAM  
AGREEMENT  
BETWEEN SUBGRANTEE AND OWNER

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of Oct., 1998 by and between Carleene W. Finch, whose mailing address is P.O. Box 137, Geneva, FLA., Florida, hereinafter referred to as the "OWNER" and the SUBGRANTEE, ☒ a not-for-profit corporation or ☐ a for-profit corporation Wyman Fields Foundation, existing under the laws of the State of Florida, whose mailing address is 125 Coastline Rd Sanford, Florida, hereinafter referred to as the "SUBGRANTEE."

W I T N E S S E T H:

WHEREAS, Carleene W. Finch is the OWNER in fee simple of the following described property, to wit: LEG SEC 26 TWP 20S RGE 32E SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF 1/4 OF NW 1/4

WHEREAS, OWNER has applied to the SUBGRANTEE for a grant, the proceeds of which are to be used solely for payment(s) for improvements upon the above described property in accordance with the plans and specifications submitted to and approved by the SUBGRANTEE and the Seminole County Rehabilitation Specialist; and

WHEREAS, SUBGRANTEE has determined that the OWNER meets all Federal criteria for receipt of a grant pursuant to the terms, conditions and provisions of the Seminole County Housing Rehabilitation Program; and

WHEREAS, OWNER AND SUBGRANTEE agree that except as set forth herein, the OWNER shall not be liable to the SUBGRANTEE for repayment of the grant or any interest thereon; and

WHEREAS, OWNER agrees that the SUBGRANTEE shall be entitled to recover certain portions of the grant should the OWNER transfer title, sell or in any manner dispose of the aforementioned property within a Five(5), Ten(10), Fifteen(15) year period, as applicable, from the date of this Agreement;



NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. General**

(a) The parties agree that no contractor, subcontractor or other provider of labor, materials, or services essential to the completion of this Agreement is an entity owned by a foreign country included in the list of nations that discriminate against United States firms as established by the United States Trade Representative (USTR).

(b) The parties shall not enter into any contract or subcontract with nor use any product from a company or individual from a country included in the USTR list.

(c) The parties agree that disbursement of the grant shall be based on the schedule attached hereto and incorporated herein as Exhibit "C."

(d) This Agreement shall not be construed to make the SUBGRANTEE or Seminole County liable to materialism, contractors, craftsmen, laborers, or others for goods or services delivered by, to or upon said premises or for debts or claims accruing to said parties against the OWNER. It is distinctly understood and agreed that no contractual relationship either expressed or implied between the SUBGRANTEE or Seminole County and any contractors, materialmen, subcontractor, craftsmen, laborer, or any other person supplying work, labor, materials, or services for the job exists.

(e) Disbursements, inspections, and other services rendered by the SUBGRANTEE, Seminole County, or their employees, agents and/or supervisors of construction shall be made and rendered solely for the protection and benefit of the SUBGRANTEE. Neither the OWNER nor any other persons, firm or corporation shall be entitled to claim or recover any loss or damage against the



SUBGRANTEE or Seminole County, their employees, agents, or supervisor of construction because of the failure of the OWNER or any subcontractor, craftsmen, laborer, or dealer to comply with and abide by any contract, agreement or understanding between the OWNER and any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

(f) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(g) The following attachments are incorporated in and made part of this Agreement. Specific attachments include:

- (A) Construction Agreement Between Owner And Contractor
- (B) General Conditions
- (C) Draw Schedule
- (D) Work Write-Up Sheet(s)
- (E) Notice of Commencement
- (F) Memorandum of Agreement
- (G) Project Bid Specifications
- (H) Covenant to Comply (Applicable to Rental Units Only)
- (I) Certification Regarding Lobbying

## Section 2. Responsibility of Owner

(a) OWNER acknowledges receipt from the SUBGRANTEE, as funded by Seminole County, of the sum of Forty-Five Thousand DOLLARS (\$45,000), which is the net proceeds of the grant to be disbursed to the contractor for refurbishment of the subject property.

(b) OWNER agrees that should he or she transfer, sell, or in any manner divest himself or herself of an interest in the above described property within ☐ five (5), ☐ ten (10), ☒ fifteen (15), ☐ twenty (20) year period, as applicable, from the date first above written, the SUBGRANTEE shall be entitled to receive.



from the gross proceeds of the transfer, sale or divestiture, the following sums as reimbursement for the grant.

5-YR Period Elapsed Time	10-YR Period Elapsed Time	15-YR Period Elapsed Time	20-YR Period Elapsed Time	Amount Due SUBGRANTEE and/or Seminole County
One yr.	Two yrs.	Three yrs.	Four yrs.	100%
Two yrs.	Four yrs.	Six yrs.	Eight yrs.	80%
Three yrs.	Six yrs.	Nine yrs.	Twelve yrs.	60%
Four yrs.	Eight yrs.	Twelve yrs.	Sixteen yrs.	40%
Five yrs.	Ten yrs.	Fifteen yrs.	Twenty yrs.	20%

(c) OWNER shall not begin construction on the above described property until a Notice of Commencement is duly filed in the appropriate office of the Clerk of Circuit Court.

(d) OWNER covenants that all improvements made upon the property shall be completed in accordance with the plans, specifications and any supplements thereto within the prescribed time for completion.

(e) OWNER shall collect and provide to the SUBGRANTEE, lien waivers for all work performed and materials provided by subcontractors, suppliers, or their agent(s).

(f) OWNER shall be responsible for providing notices and performing all acts required of the OWNER pursuant to Chapter 713, Florida Statutes. Should the SUBGRANTEE perform and act for the OWNER, the act shall be deemed as having been performed at the request of the OWNER. In no way shall the SUBGRANTEE be liable for acts performed at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Florida Statutes, shall remain with the OWNER.

(g) OWNER shall furnish to the SUBGRANTEE, within twenty-four (24) hours (excluding weekends and legal holidays) following



receipt, any copy of notices filed, posted, or served by a lienor, as defined by Chapter 713, Florida Statutes, upon the OWNER.

(h) If the OWNER defaults, or fails to perform in the manner described herein, the SUBGRANTEE may declare its rights under this Agreement terminated and proceed to take whatever action it, in the SUBGRANTEE's sole discretion, deems appropriate to effect completion of the property improvements.

(i) OWNER shall, within three (3) days from receipt of a written notice from the SUBGRANTEE, record a Notice of Contest of Lien with respect to any lien filed on the property described herein by any and all lienors.

### Section 3. Responsibility of SUBGRANTEE

(a) SUBGRANTEE covenants that the OWNER shall not be obligated to repay to the SUBGRANTEE the grant or any interest thereon except as provided in Section 2, Paragraph (b) above.

(b) SUBGRANTEE shall reserve the right to inspect at any time and reject all work performed and materials used in the construction/refurbishment of the property. No payments shall be made for work, materials, or services performed until full acceptance is made by the SUBGRANTEE and the COUNTY.

(c) SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings complies with the contract documents, plans, specifications and any supplements thereto. First class new material and labor which complies with the specifications and is furnished according to the plans shall be accepted by the SUBGRANTEE.

(d) SUBGRANTEE shall not disburse the grant if any of the following situations exist at time of disbursement:

(1) The construction is not in accordance with approved plans and specifications.



(2) Outstanding claims of lien have been filed against the property and not fully satisfied by the OWNER.

(3) Proper affidavits have not been executed and delivered to the SUBGRANTEE as required.

(4) The CONTRACTOR fails to meet any predetermined time frame for requesting payment.

(e) SUBGRANTEE reserves the right to withhold a retainage of ten percent (10%) of the grant to assure completion of all work by the OWNER, contractor(s), subcontractor(s), and/or materialmen. The retainage shall not be released until SUBGRANTEE receives all release of liens and any appropriate discharges as approved by the SUBGRANTEE.

(f) SUBGRANTEE shall assure that refurbishment work complies with the plans, specifications and supplements mutually approved.

(g) SUBGRANTEE and COUNTY shall assure that the rate of progress on the property ensures completion by the agreed upon completion date. SUBGRANTEE and COUNTY shall make the final determination as to claims or questions arising from the construction agreement. Any requests for adjustment of the construction agreement completion date shall be submitted in writing to the SUBGRANTEE and COUNTY who shall make the final decision as to any change in the date.

IN WITNESS THEREOF, the parties hereto have executed this Agreement for the purposes herein expressed on the date and year first above written.



WITNESSES

SIGNATURE

SIGNATURE

OWNER

SIGNATURE

SIGNATURE

STATE OF

COUNTY OF

Florida,  
Seminole

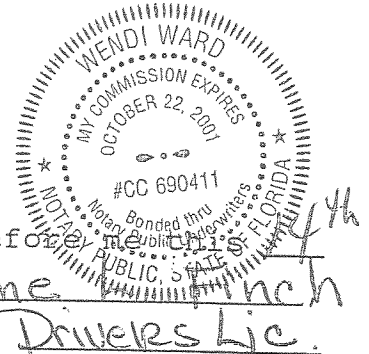
The foregoing instrument was acknowledged before me on the October day of 1998, by Carleene Finch who is personally known to me or who has produced Drivers Lic. as identification.

ATTEST

SUBGRANTEE

\_\_\_\_\_  
, Secretary

Carleene Finch, CEO  
SIGNATURE CEO, President





MEMORANDUM OF AGREEMENT

TO WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of an Agreement between James M. Finch II as OWNER, whose mailing address is Carlene W. Finch P.O. Box 137, Geneva Florida 32732, and the SUBGRANTEE, ☒ a not-for-profit corporation ☐ a for-profit corporation existing under the laws of the State of Florida, whose mailing address is 125 Coastline Rd, Florida 32771, hereinafter referred to as the "SUBGRANTEE." Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY," whose mailing address is 1101 East First Street, Sanford, Florida 32771, and/or SUBGRANTEE shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner dispose of the legally described property within ☐ five(5), ☐ ten(10), ☐ fifteen(15) or ☐ twenty(20) year period, as applicable, from the date of this Agreement, after which time the COUNTY and/or the SUBGRANTEE releases any and all interest as identified in the Agreement. The property is located at 321 Sand Pine Pl., Seminole County, Florida, and is legally described as: Leg Sec 26 Top 20S RGE 32E SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 and NW 1/4 OF SE 1/4 1/4 OF 1/4 OF NW 1/4.

WITNESSES:

SIGNATURE

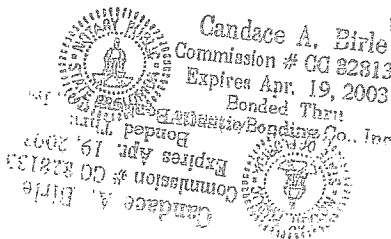
Print Name

SIGNATURE

Print Name

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 11 day of February, 2000, by James M Finch II and Carlene W. Finch, who are personally known to me or who have produced Driver's License as identification.



Print Name

Notary Public in and for the County and State Aforementioned.

My commission expires: 04/19/03

Return to: (Subrecipient Name and Address)

This instrument was prepared by:

Kathy Phillips  
125 Coastline Rd  
Geneva, FL 32732

James M. Finch II  
321 Sand Pine Pl.  
Seminole, FL 32771



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF SEMINOLE COUNTY HOUSING REHABILITATION  
PROGRAM AGREEMENT BETWEEN SUBGRANTEE AND OWNER,  
SATISFACTION OF HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE  
AGREEMENT, SATISFACTION OF RELATED MEMORANDUM OF AGREEMENT  
AND RELEASE OF RESTRICTIVE COVENANTS

**Know All Persons By These Presents:**

WHEREAS, that certain Seminole County Housing Rehabilitation Program Agreement Between Subgrantee and Owner dated October 31, 1995, between Dixie Flannagin, a single person, and the City of Sanford, Florida (the "Subrecipient Agreement") and that certain Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement between Dixie Flannagin and Seminole County dated October 31, 1995, and recorded in Official Records Book 3028, Pages 0535 through 0537 (the "Assistance Agreement") and that certain Memorandum of Agreement dated November 3, 1995, between Dixie Flannagin and the City of Sanford (the "Memorandum of Agreement") and recorded in the Official Records Book 2994, Page 1510, all being a part of the Public Records of Seminole County, Florida, all of said instruments (collectively referred to herein as the "Agreements") having encumbered the property located at 215 W. Fifth Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEGAL DESCRIPTION:

EAST 5 FEET OF THE WEST 1/2 OF LOT 6 AND THE EAST 1/2 OF LOT 6, BLOCK 7, TIER 5, CITY OF SANFORD, ACCORDING TO E.R. TRAFFORD'S MAP THEREOF RECORDED IN PLAT BOOK 1, PAGE 56-64, AND 112, 113, 115, 116 AND 117, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

and also sometimes described as:

THE EAST 5 FEET OF WEST 1/2 OF LOT 6, AND THE EAST 1/2 OF LOT 6, BLOCK 7, TIER 5, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE



56 THOUGH 64, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

Parcel Identification No.: 25-19-30-5AG-0705-0060

(hereinafter the "Property,") were made by Dixie Flannagin, a single person (the "Owner"), for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and the City of Sanford, Florida (the "Subrecipient"); and

**WHEREAS,** the Agreements provided for a grant in the amount of SEVENTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$17,950.00) to rehabilitate and remodel the residence of the Owner; which amount was to be provided through the Subrecipient in consideration of the Owner's covenant to give both the Subrecipient and the County the same financial recovery and covenant enforcement powers with respect to the Property; and

**WHEREAS,** the Agreements, upon their recording, created public notice of certain restrictive covenants as to use of the Property for only low income housing, as well as placing limits on alienation, and granted to the County and the Subrecipient certain interests, including particularly the right to demand repayment of the grant should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence, or dispose of the Property within ten (10) years from the date of the Agreements (the "Affordability Period") or otherwise cease using it for low income housing; and

**WHEREAS,** the Agreements contained a provision for the release of the restrictive use covenants by either the County or the Subrecipient under certain conditions including the sale or refinancing of the Property prior to expiration of the Affordability Period; and

**WHEREAS,** the Agreements provided for a declining balance formula for mandatory repayment of the grant depending upon the length of time of compliance with the Affordability Period; and

**WHEREAS,** the Owner has sold the Property after approximately eight (8) years ten (10) months of the total ten (10) year Affordability Period; and

**WHEREAS,** the County and Subrecipient did not transfer, assign, pledge, or otherwise encumber any interest obtained pursuant to the Agreements except as noted above; and

**WHEREAS,** the County has been requested to release the Property from any and all liens, encumbrances, and restrictive use covenants within the Agreements in exchange for tendering of the amount due under the Agreements:



NOW THEREFORE, in consideration of the foregoing recitals and the payment of SEVEN THOUSAND ONE HUNDRED EIGHTY and NO/100 DOLLARS (\$7,180.00), the receipt of which is hereby acknowledged, paid to the County on or about August 11, 2004, and pursuant to the terms of the Agreements, the County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, her heirs, assigns, and successors in interest to the fee simple ownership of the Property are forever freed, exonerated, discharged, and released from any lien created by the Agreements and all restrictive covenants as to use, alienation, and other matters and every part thereof and the County does hereby direct the Clerk of Circuit Court of Seminole County, Florida to cancel the same of record.

IN WITNESS WHEREOF, the County has caused this instrument to be executed as of the dates set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney



SECURITY FIRST TITLE PARTNERS OF CENTRAL FLORIDA, LTD.

Payoff of Second Mortgage

0989  
7,180.00

Aug 11, 2004

215 West 5th St.

7,180.00

SECURITY FIRST TITLE PARTNERS OF CENTRAL  
FLORIDA, LTD.  
ESCROW ACCOUNT  
960 SOUTH ORLANDO AVENUE  
WINTER PARK, FLORIDA 32789

WACHOVIA

63-751/631

09895

PAY

August 11, 2004

**\*\*Seven Thousand One Hundred Eighty dollars & no cents\*\***

TO THE  
ORDER  
OF

**Seminole County**


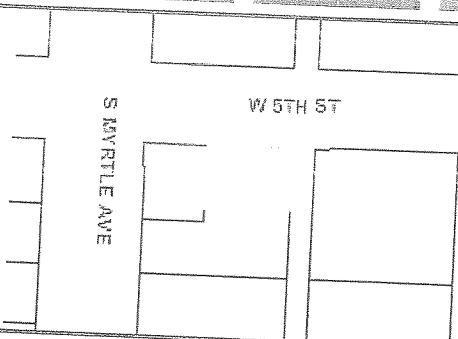
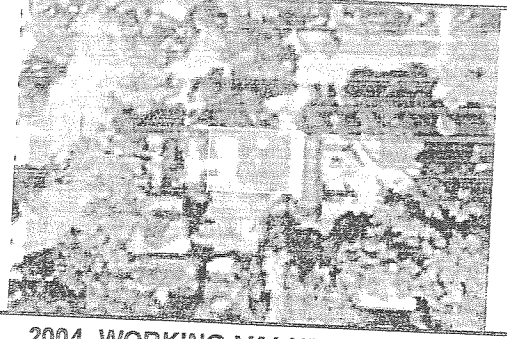
**\*\*\$7,180.00**

File No. CF04/207 215 West 5th St.

  
AUTHORIZED SIGNATURE

⑈009895⑈ ⑆063107513⑆2000010987975⑈



PARCEL DETAIL	HOMESTEAD	PERSONAL PROP	EXEMPT	SALES SEARCH	Back																																								
 <p><b>Seminole County</b> Property Appraiser Services 1101 E. 60th St. Sanford FL 32771 407-655-7500</p>																																													
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 25-19-30-5AG-0705-0060 Tax District: S1-SANFORD            Owner: FLANNAGIN ALBERT J Exemptions: 00-HOMESTEAD            Address: 215 W 5TH ST            City,State,ZipCode: SANFORD FL 32771            Property Address: 215 5TH ST W SANFORD 32771            Subdivision Name: SANFORD TOWN OF            Dor: 01-SINGLE FAMILY</p>			<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <table> <tr><td>Value Method:</td><td>Market</td></tr> <tr><td>Number of Buildings:</td><td>1</td></tr> <tr><td>Depreciated Bldg Value:</td><td>\$61,856</td></tr> <tr><td>Depreciated EXFT Value:</td><td>\$0</td></tr> <tr><td>Land Value (Market):</td><td>\$14,175</td></tr> <tr><td>Land Value Ag:</td><td>\$0</td></tr> <tr><td>Just/Market Value:</td><td>\$76,031</td></tr> <tr><td>Assessed Value (SOH):</td><td>\$45,711</td></tr> <tr><td>Exempt Value:</td><td>\$25,500</td></tr> <tr><td>Taxable Value:</td><td>\$20,211</td></tr> </table>			Value Method:	Market	Number of Buildings:	1	Depreciated Bldg Value:	\$61,856	Depreciated EXFT Value:	\$0	Land Value (Market):	\$14,175	Land Value Ag:	\$0	Just/Market Value:	\$76,031	Assessed Value (SOH):	\$45,711	Exempt Value:	\$25,500	Taxable Value:	\$20,211																				
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Appendage / Sqft				UPPER STORY FINISHED / 754																																									
<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.        *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																													
<p align="center"> <a href="#">BACK</a> <a href="#">PROPERTY APPRAISER HOME PAGE</a> <a href="#">CONTACT</a> </p>																																													



2994 1510

MEMORANDUM OF AGREEMENT

SEMINOLE CO. FL.

TO WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of an Agreement between Dixie Flanagan as OWNER, whose mailing address is 215 W. Fern St, Sanford Florida 32771, and the SUBGRANTEE, a not-for-profit corporation or a for-profit corporation existing under the laws of the State of Florida, whose mailing address is P.O. BOX 1788 Sanford, Florida 32772-1788, hereinafter referred to as the "SUBGRANTEE." Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY," whose mailing address is 1101 East First Street, Sanford, Florida 32771, and/or SUBGRANTEE shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner dispose of the legally described property within Five(5), Ten(10), Fifteen(15) or Twenty(20) year period, as applicable from the date of this Agreement, after which time the COUNTY and/or the SUBGRANTEE releases any and all interest as identified in the Agreement. The property is located at 215 W. Fern St, Seminole County, Florida, and is legally described as: EAST 5 FEET OF THE WEST 1/2 OF LOT AND THE EAST 1/2 OF LOT 16, BLOCK 7, TRS 5, CITY OF SANFORD according to F.D. TRAFFORD'S MAP PLAT BOOK 1, PAGE 54-44 AND 512, 113, 115, 116 & 117, TR 56 SEMINOLE COUNTY, FL.

WITNESSES:

SIGNATURE

Print Name

SIGNATURE

Print Name

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 3rd day of November, 1988, by Dixie Flanagan and N/A, who are personally known to me or who have produced F.D.I. as identification.



TONI MARIE ROBERTS  
MY COMMISSION EXPIRES MARCH 21, 1997  
NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA

This instrument was prepared by:

Toni Roberts

CITY OF SANFORD  
Community Development Dept.  
P.O. BOX 1788  
SANFORD, FL 32772-1788

OWNER(S)

SIGNATURE

Print Name

SIGNATURE

Print Name

Print Name Toni Marie Roberts  
Notary Public in and for the County and State Aforementioned.

My commission expires: 3/23/97

Return to: (Subrecipient Name and Address)

CITY OF SANFORD  
Community Development Dept.  
P.O. BOX 1788  
SANFORD, FL 32772-1788

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

RECORDS SECTION  
VERIFIED

771-091

95 NOV 20 AM 11:46



SEMINOLE COUNTY HOUSING REHABILITATION PROGRAM  
AGREEMENT  
BETWEEN SUBGRANTEE AND OWNER

THIS AGREEMENT, made and entered into this 31<sup>ST</sup> day of October, 1995 by and between Dixie Flannagin, whose mailing address is 215 W. Fifth St; Sanford, Florida, hereinafter referred to as the "OWNER" and the SUBGRANTEE, ☒ a not-for-profit corporation or ☐ a for-profit corporation City of Sanford, existing under the laws of the State of Florida, whose mailing address is P.O. Box 1788; Sanford, Florida, hereinafter referred to as the "SUBGRANTEE."

W I T N E S S E T H:

WHEREAS, Dixie Flannagin is the OWNER in fee simple of the following described property, to wit: EAST 5 Feet of the West 1/2 of LOT 6, and the EAST 1/2 of LOT 6, Block 7, Tier 5, City of Sanford, according to E.R. Trafford's Map thereof recorded in PLAT Book 1, Page 56-64 + 112, 113, 115, 116 And 117, Public Records of Seminole County, Florida.; and

WHEREAS, OWNER has applied to the SUBGRANTEE for a grant, the proceeds of which are to be used solely for payment(s) for improvements upon the above described property in accordance with the plans and specifications submitted to and approved by the SUBGRANTEE and the Seminole County Rehabilitation Specialist; and

WHEREAS, SUBGRANTEE has determined that the OWNER meets all Federal criteria for receipt of a grant pursuant to the terms, conditions and provisions of the Seminole County Housing Rehabilitation Program; and

WHEREAS, OWNER AND SUBGRANTEE agree that except as set forth herein, the OWNER shall not be liable to the SUBGRANTEE for repayment of the grant or any interest thereon; and

WHEREAS, OWNER agrees that the SUBGRANTEE shall be entitled to recover certain portions of the grant should the OWNER transfer title, sell or in any manner dispose of the aforementioned property within a Five(5), Ten(10), Fifteen(15) year period, as applicable, from the date of this Agreement;



NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. General

(a) The parties agree that no contractor, subcontractor or other provider of labor, materials, or services essential to the completion of this Agreement is an entity owned by a foreign country included in the list of nations that discriminate against United States firms as established by the United States Trade Representative (USTR).

(b) The parties shall not enter into any contract or subcontract with nor use any product from a company or individual from a country included in the USTR list.

(c) The parties agree that disbursement of the grant shall be based on the schedule attached hereto and incorporated herein as Exhibit "C."

(d) This Agreement shall not be construed to make the SUBGRANTEE or Seminole County liable to materialism, contractors, craftsmen, laborers, or others for goods or services delivered by, to or upon said premises or for debts or claims accruing to said parties against the OWNER. It is distinctly understood and agreed that no contractual relationship either expressed or implied between the SUBGRANTEE or Seminole County and any contractors, materialmen, subcontractor, craftsmen, laborer, or any other person supplying work, labor, materials, or services for the job exists.

(e) Disbursements, inspections, and other services rendered by the SUBGRANTEE, Seminole County, or their employees, agents and/or supervisors of construction shall be made and rendered solely for the protection and benefit of the SUBGRANTEE. Neither the OWNER nor any other persons, firm or corporation shall be entitled to claim or recover any loss or damage against the



SUBGRANTEE or Seminole County, their employees, agents, or supervisor of construction because of the failure of the OWNER or any subcontractor, craftsmen, laborer, or dealer to comply with and abide by any contract, agreement or understanding between the OWNER and any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

(f) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(g) The following attachments are incorporated in and made part of this Agreement. Specific attachments include:

- (A) Construction Agreement Between Owner And Contractor
- (B) General Conditions
- (C) Draw Schedule
- (D) Work Write-Up Sheet(s)
- (E) Notice of Commencement
- (F) Memorandum of Agreement
- (G) Project Bid Specifications
- (H) Covenant to Comply (Applicable to Rental Units Only)
- (I) Certification Regarding Lobbying

## Section 2. Responsibility of Owner

(a) OWNER acknowledges receipt from the SUBGRANTEE, as funded by Seminole County, of the sum of Sixteen thousand DOLLARS (\$17,950), which is the net proceeds of the grant to be disbursed to the contractor for refurbishment of the subject property.

(b) OWNER agrees that should he or she transfer, sell, or in any manner divest himself or herself of an interest in the above described property within Five (5), Ten (10), Fifteen (15), Twenty (20) year period, as applicable, from the date first above written, the SUBGRANTEE shall be entitled to receive,



from the gross proceeds of the transfer, sale or divestiture, the following sums as reimbursement for the grant.

5-YR Period Elapsed Time	10-YR Period Elapsed Time	15-YR Period Elapsed Time	20-YR Period Elapsed Time	Amount Due SUBGRANTEE and/or Seminole County
One yr.	Two yrs.	Three yrs.	Four yrs.	100%
Two yrs.	Four yrs.	Six yrs.	Eight yrs.	80%
Three yrs.	Six yrs.	Nine yrs.	Twelve yrs.	60%
Four yrs.	Eight yrs.	Twelve yrs.	Sixteen yrs.	40%
Five yrs.	Ten yrs.	Fifteen yrs.	Twenty yrs.	20%

(c) OWNER shall not begin construction on the above described property until a Notice of Commencement is duly filed in the appropriate office of the Clerk of Circuit Court.

(d) OWNER covenants that all improvements made upon the property shall be completed in accordance with the plans, specifications and any supplements thereto within the prescribed time for completion.

(e) OWNER shall collect and provide to the SUBGRANTEE, lien waivers for all work performed and materials provided by subcontractors, suppliers, or their agent(s).

(f) OWNER shall be responsible for providing notices and performing all acts required of the OWNER pursuant to Chapter 713, Florida Statutes. Should the SUBGRANTEE perform and act for the OWNER, the act shall be deemed as having been performed at the request of the OWNER. In no way shall the SUBGRANTEE be liable for acts performed at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Florida Statutes, shall remain with the OWNER.

(g) OWNER shall furnish to the SUBGRANTEE, within twenty-four (24) hours (excluding weekends and legal holidays) following



receipt, any copy of notices filed, posted, or served by a lienor, as defined by Chapter 713, Florida Statutes, upon the OWNER.

(h) If the OWNER defaults, or fails to perform in the manner described herein, the SUBGRANTEE may declare its rights under this Agreement terminated and proceed to take whatever action it, in the SUBGRANTEE's sole discretion, deems appropriate to effect completion of the property improvements.

(i) OWNER shall, within three (3) days from receipt of a written notice from the SUBGRANTEE, record a Notice of Contest of Lien with respect to any lien filed on the property described herein by any and all lienors.

### Section 3. Responsibility of SUBGRANTEE

(a) SUBGRANTEE covenants that the OWNER shall not be obligated to repay to the SUBGRANTEE the grant or any interest thereon except as provided in Section 2, Paragraph (b) above.

(b) SUBGRANTEE shall reserve the right to inspect at any time and reject all work performed and materials used in the construction/refurbishment of the property. No payments shall be made for work, materials, or services performed until full acceptance is made by the SUBGRANTEE and the COUNTY.

(c) SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings complies with the contract documents, plans, specifications and any supplements thereto. First class new material and labor which complies with the specifications and is furnished according to the plans shall be accepted by the SUBGRANTEE.

(d) SUBGRANTEE shall not disburse the grant if any of the following situations exist at time of disbursement:

(1) The construction is not in accordance with approved plans and specifications.



(2) Outstanding claims of lien have been filed against the property and not fully satisfied by the OWNER.

(3) Proper affidavits have not been executed and delivered to the SUBGRANTEE as required.

(4) The CONTRACTOR fails to meet any predetermined time frame for requesting payment.

(e) SUBGRANTEE reserves the right to withhold a retainage of ten percent (10%) of the grant to assure completion of all work by the OWNER, contractor(s), subcontractor(s), and/or materialmen. The retainage shall not be released until SUBGRANTEE receives all release of liens and any appropriate discharges as approved by the SUBGRANTEE.

(f) SUBGRANTEE shall assure that refurbishment work complies with the plans, specifications and supplements mutually approved.

(g) SUBGRANTEE and COUNTY shall assure that the rate of progress on the property ensures completion by the agreed upon completion date. SUBGRANTEE and COUNTY shall make the final determination as to claims or questions arising from the construction agreement. Any requests for adjustment of the construction agreement completion date shall be submitted in writing to the SUBGRANTEE and COUNTY who shall make the final decision as to any change in the date.

IN WITNESS THEREOF, the parties hereto have executed this Agreement for the purposes herein expressed on the date and year first above written.



WITNESSES

SIGNATURE

SIGNATURE

OWNER

SIGNATURE

SIGNATURE

STATE OF Florida )

COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 3rd  
day of November, 1995, by Dixie Flannagin,  
who is personally known to me or who has produced FLDL F452-170-53-91  
as identification.



TONI MARIE ROBERTS  
MY COMMISSION # CC271151 EXPIRES  
March 23, 1997  
BONDED THRU TROY FAIR INSURANCE, INC.

ATTEST

Carl Frost  
Secretary

SUBGRANTEE

Toni Marie Roberts  
SIGNATURE  
President



SEMINOLE COUNTY  
HOME PROGRAM  
HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Applicant(s): DIXIE FLANNAGIN

Property Address: 215 W. Fifth St. Sanford, FL 32771

This Agreement is entered into this 31<sup>ST</sup> day of October, 1995 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and DIXIE Flannagin (hereinafter "OWNER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homeowners with rehabilitation assistance through its subrecipient organization hereby known as City of Sanford and hereinafter referred to as "SUBRECIPIENT" and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in an agreement between the OWNER and the previously identified SUBRECIPIENT which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide through the SUBRECIPIENT a Deferred Payment Loan in an amount up to \$17,950<sup>00</sup> at 0% until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

The OWNER acknowledges through the affixation of signature(s) below that the SUBRECIPIENT aforementioned must comply with applicable uniform administrative requirements as described in 24 CFR Part 505 and as further described in a separate agreement between the COUNTY and SUBRECIPIENT who in turn may be required to pass certain of these requirements on to the OWNER by separate agreement between the OWNER and the SUBRECIPIENT.

5. PROJECT REQUIREMENT

The COUNTY through the SUBRECIPIENT and the HOMEOWNER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEOWNER(S) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed ☒ fifty percent (50%) or ☐ eighty percent (80%) as applicable of the median income for the area, as determined by HUD with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median purchase price of the area. The COUNTY through its SUBRECIPIENT has

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

96 FEB -7 PM 12:41

YANNE MORSE  
CLERK OF CIRCUIT COURT

803147

SEMINOLE CO. FL

0535



reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEOWNER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

#### 6. HOUSING AND QUALITY STANDARDS

The property after assistance shall meet Section 8 Housing Quality Standards (HQS), the local building Codes of the jurisdiction having authority and minimum rehabilitation specifications as defined in the COUNTY's Rehabilitation Manual. The COUNTY shall through the SUBRECIPIENT inspect the property to ensure minimum rehabilitation compliance.

#### 7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H except that the COUNTY shall assume responsibility for the environmental review in 92.352 and the intergovernmental review process in 92.359. Applicable regulations are noted below.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Displacement, relocation and acquisition  
☒ Not Applicable (activity funded is owner-occupied rehabilitation; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
- c) Lead paint  
☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)  
☐ Not Applicable (Unit built during or after 1978.)
- d) Conflict of Interest - no conflict found
- e) Disbarment and suspension - ☒ Applicable - All contracts and lower tier contracts shall include the certification in Appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction in any proposal submitted.
- f) Flood insurance
- g) Executive Order 12372 - not applicable.

#### 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

#### 9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

#### 10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that the funds shall only be used as needed for payment of eligible costs and the amount of each request will be limited to the amount needed at time of request. The HOME funds shall be disbursed by the COUNTY through the SUBRECIPIENT upon receipt of properly executed documentation by OWNER and SUBRECIPIENT.

The HOMEOWNER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations in conjunction with SUBRECIPIENT.

Rehabilitation assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY through the SUBRECIPIENT.

#### 1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS  
BOOK PAGE  
028 0536  
SEMINOLE CO. FL.



2. RECORDS AND REPORTS

The COUNTY through the SUBRECIPIENT and the HOMEOWNER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Memorandum of Agreement and secured by an Agreement between the OWNER and SUBRECIPIENT for the property. Failure by the HOMEOWNER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action shall be taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies, or for a period of ☐ five (5), ☒ ten (10), ☐ fifteen (15), ☐ twenty (20) or ☐ thirty (30) years, as applicable, depending on the amount of assistance provided.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESSES

Mary Vuu Manjaris

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun  
RON H. RABUN, County Manager

Date: 12/6/95

WITNESSES

Phillip N. Ryan  
Don Roberts

HOMEOWNER

Dixie Flannagin

Date: 11/3/95

STATE OF Florida )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 3rd day of November, 1995, by Dixie Flannagin, who is personally known to me or who has produced FLDLF452-170-53-914-0 as identification.



Don Roberts  
Notary Public in and for the County and State  
Aforementioned.  
My commission expires: 3/23/97

Prepared by:

CITY OF SANFORD  
Community Development Dept.  
P.O. BOX 1788  
SANFORD, FL 32772-1788

Return to:

CITY OF SANFORD  
Community Development Dept.  
P.O. BOX 1788  
SANFORD, FL 32772-1788  
5/22/95

Farlagmstowner



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 22, 2003, and recorded in Official Records Book 04840, Pages 0497 through and including 0499, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SIX THOUSAND NINE HUNDRED EIGHTY-ONE AND 50/100 DOLLARS (\$6,981.50) (the "Note"), dated May 22, 2003, and recorded in the Official Records Book 04840, Pages 0500 through and including 0501, Public Records of Seminole County, Florida, which encumbered the property located at 2447 S. Bay Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOT 154 LESS THE SOUTH 10 FEET AND THE SOUTH 40 FEET OF  
LOT 152 SANFO PARK ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 5, PAGE 62 OF THE PUBLIC RECORDS  
OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-520-0000-1540

(the "Property,") were made by Kathy J. Capps (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner has sold the Property within the five (5) year period; and



WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of SIX THOUSAND NINE HUNDRED EIGHTY-ONE AND 50/100 DOLLARS (\$6,981.50), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 14, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-capps



Buyer/Borrower: JURSS

Seller:

Lender: EQUIFIRST MORTGAGE CORP

525159

Property: 2447 SOUTH BAY AVENUE/SANFORD FL 32771 /

Settlement Date: June 25, 2004

Closer/Responsible Party: PAM

Disbursement Date: July 14, 2004

Check Amount: \$ 6,981.50

Pay To: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

For:

Payoff first mortgage



ESCROW ACCOUNT

355 S. RONALD REAGAN BLVD. • LONGWOOD, FL 32750  
PHONE: 407-629-7070

Bank of America.



63-4/630

79548

NUMBER

4L04330

Payoff first mortgage

--Six Thousand Nine Hundred Eighty One and 50/100 -----

Dollars

DATE

AMOUNT

July 14, 2004

\$ \*\*\*\*\*6,981.50


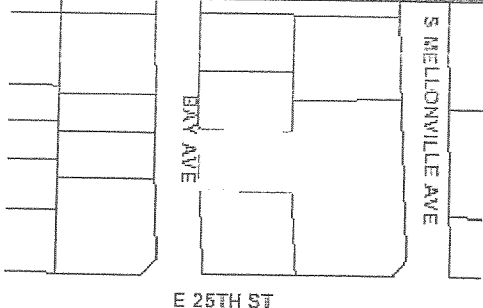

PAY  
TO THE  
ORDER  
OF

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
1101 E. 1ST STREET, SUITE 301  
SANFORD, FL 32771

*Larissa Hill*

⑈079548⑈ ⑆063000047⑆ 003446446982⑈



PARCEL DETAIL		REAL ESTATE		PERSONAL PROPERTY		EASEMENTS		SALES SUMMARY																																									
 <p>Seminole County Property Appraiser Services 1101 W. Kirk St. Sanford, FL 32771 407-665-7546</p>		 <p>E 25TH ST</p>																																															
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 31-19-31-520-0000-1540 Tax District: S1-SANFORD  Owner: JURSS JAMES J Exemptions: 00-HOMESTEAD  Address: 2447 S BAY AVE  City,State,ZipCode: SANFORD FL 32771  Property Address: 2447 BAY AVE SANFORD 32771  Subdivision Name: SANFO PARK  Dor: 01-SINGLE FAMILY</p>					<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$80,937  Depreciated EXFT Value: \$1,512  Land Value (Market): \$15,840  Land Value Ag: \$0  Just/Market Value: \$98,289  Assessed Value (SOH): \$73,208  Exempt Value: \$25,000  Taxable Value: \$48,208</p> <p align="center">2004 Notice of Proposed Property Tax</p>																																												
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  www If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																	

BACK

PROPERTY APPRAISER  
HOMESTEAD

FOR INFO



SHIP Rehabilitation Mortgage

THIS Mortgage entered into this 22nd day of May, 2003,  
between Kathy J Capps, hereinafter referred to as "Owner," and Seminole County, a  
political subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771  
hereinafter "County."

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners  
for purposes of assisting said owners in the repair and rehabilitation of certain  
improvements (their existing housing) found upon such owned real property; said real  
property being located at 2447 S Bay Ave, Sanford, Florida 32771

And said property being legally described as; Lot 154 less the South 10 feet and  
the South 40 feet of Lot 152 Sanfo Park, according to the plat thereof as recorded in  
Plat Book 5, Page 62 of the Public Records of Seminole County  
Florida

\_\_\_\_\_ or described in  
Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for  
the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as  
specified on the Note accompanying this Mortgage so long as the Owner does not sell,  
convey, lease, or otherwise dispose of the rehabilitated improvements or the real property  
upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner agree  
as follows:

1. A lien is hereby established in favor of the County to provide security for the  
amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made  
a part which becomes payable by the Owner, or the Owner's estate, personal  
representatives, heirs or devisee.

SEMINOLE COUNTY, FLORIDA  
RECORDING FEE \$24.00 MFG DOC TAX \$4.60  
HARDY SENE MORSE, CLERK OF CIRCUIT COURT, SEMINOLE COUNTY, OFN 2003088567 BK 04840 PG 0497 RECD 06/29/2003 10:04:37 AM RECD BY L MC KINNEY



2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.
3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the County.
4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the un-forgiven amount of the original Promissory Note, plus the amount of all applicable Modifications to that Note and this Mortgage, less payments made on the principal amount, if any.
5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the County.
6. All costs, including a reasonable attorney's fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.
7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.
8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in



connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

<u>Mamie L. Randolph</u> Signature of Witness -	<u>Kathy J. Capps</u> Signature of Owner
<u>Mamie L. Randolph</u> Print name	<u>Kathy J Capps</u> Print name
_____ Signature of Witness -	_____ Signature of Owner
_____ Print name	_____ Print name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME personally appeared Kathy J Capps to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of May, 2003.

This Instrument prepared by and return to:

Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road, Lake Mary FL 32746  
Attn: Marci H. Carter

Seal

Marci H. Carter  
(Notary Signature)  
Marci H. Carter  
NOTARY PUBLIC  
State of Florida at Large  
My Commission expires 7-21-03





## SHIP Deferred Payment Promissory Note

NAME: Kathy J Capps Date: 5-22-03AMOUNT: \$6981.50

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminole County SHIP Program, 1101 E. First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of Six Thousand Nine Hundred Eighty One and 50/100 Dollars. Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

1. Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement....100% of the principal amount of this Note must be repaid.
2. Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.
3. Voluntary divestment or coverage during the third (3rd) year from the date of execution of this Agreement....60% of the principal amount of this Note must be repaid.
4. Voluntary divestment or coverage during the fourth (4th) year from the date of execution of this Agreement....40% of the principal amount of this Note must be repaid.
5. Voluntary divestment or coverage during the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.
6. Voluntary divestment or coverage during the sixth (6th) year from the date of execution of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the County.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

SEMINOLE COUNTY



If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, the said party hereunto set his hand and seal this day and year first above written.

ATTEST:

Mamie L. Randolph  
Signature of Witness

Kathy J. Capps  
Signature of Owner

Mamie L. Randolph  
Print Name

Kathy J Capps  
Print Name

Signature of Witness

Signature of Owner

Print Name

Print Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

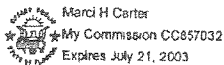
BEFORE ME personally appeared Kathy J Capps to me well known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that SHE executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of May, 2003.

This Instrument prepared by and return to:  
Marci Carter  
Meals On Wheels, Etc., Inc  
1097 Sand Pond Road  
Lake Mary, Florida 32746

Marci H Carter  
(Notary Signature)

NOTARY PUBLIC  
State of Florida at Large  
My Commission expires 7-21-03  
Seal



SEMINOLE COUNTY



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 1999, and recorded in Official Records Book 3075, Pages 1558 through and including 1562, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated July 29, 1999, and recorded in the Official Records Book 3705, Pages 1563 through and including 1565, Public Records of Seminole County, Florida, which encumbered the property located at 565 Lake Bingham Road, Lake Mary, Florida 32746, the legal description and parcel identification for which are as follows:

Legal description:

LOT 1, PINE ACRES, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 10, PAGE 47 OF THE PUBLIC RECORDS  
OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 16-20-30-508-0000-0010

(the "Property,") were made by Cajae Cox, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner has sold the Property within the ten (10) year period; and



WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about June 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-cox



MORTGAGEE TITLE SERVICES, INC.  
LAKE MARY ESCROW ACCOUNT  
725 PRIMERA BOULEVARD, SUITE 110  
LAKE MARY, FL 32746  
(407) 804-1400

FIRST NATIONAL BANK OF  
CENTRAL FLORIDA  
63-1215/531

12369

June 16, 2004

PAY

**\*\*Three Thousand Five Hundred dollars & no cents\*\***

**\*\*\$3,500.00**

TO THE  
ORDER OF  
Seminole County Assistance Program

File No. 04-017 FIDELITY 04-017 216 Washington Avenue

  
AUTHORIZED SIGNATURE

⑈012369⑈ ⑆063112155⑆ 029600694⑈

MORTGAGEE TITLE SERVICES, INC.

12369

First National Bank of Central Florida - Accounting Period: June 2004 - Check Dated: June 16, 2004  
File No.: 04-017 - Reference: FIDELITY 04-017 216 Washington Avenue - Control:  
Amount: 3,500.00 Payee: Seminole County Assistance Program  
Printer: HP LaserJet 4050 Series PCL 5e on Jun 16,2004 at 10:01 AM

505 Payoff of Second Mortgage

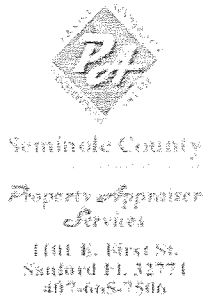
3,500.00

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3,500.00

TO REORDER CHECKS (800) 393-4460





PARCEL DETAIL		16-20-30-508-0000-0010	16-20-30-508-0000-0010	16-20-30-508-0000-0010	16-20-30-508-0000-0010	Back	Next																																																																								
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  **** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																															



MAY-19-2004 00:32

476.00

## Seminole County Homeownership Assistance Program Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29th day of JULY 1999 by and between Cjaje Cox, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that, for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(c), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.P. HOMEBUYER ASSISTANCE  
PROGRAM - ATTN: CHERI WIGHT  
4590 S. HWY 17-92  
SANFORD, FL 32797

OFFICIAL RECORDS  
BOOK 3705 PAGE 1558  
SEMINOLE CO. FL

MARYANNE HOASE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL

420798

1999 AUG 13 PM 3:52

RECORDED & VERIFIED



MAY-19-2004 00:32

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.



MAY-19-2004 00:33

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of ~~Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00)~~ to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners and purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Tim B. Duckert  
TIM B. DUCKERT

Print Name:

Stacey M. Santvers  
STACEY M. SANTVERS

Print Name:

Witness

Print Name:

Print Name:

Cejae Cox  
Cejae Cox

Print Name: Cejae Cox

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS  
BOOK PAGE  
3705 1560

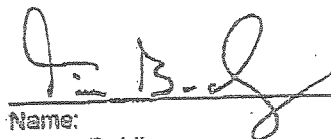


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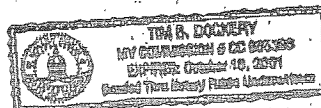
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of JULY, 1994,  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared CELAZ COX  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced DRIVER LICENSE as identification and the  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name:  
Notary Public  
Serial Number  
Commission Expires:

SEMINOLE  
3705  
1561  
OFFICIAL RECORDS  
BOOK  
PAGE



MAY-19-2004 00:34

OFFICIAL RECORDS  
BOOK PAGE  
3705 1562  
SEMINOLE CO. FL

EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 1, PINE ACRES, according to the plat thereof as recorded in Plat Book 10,  
Page 47, Public Records of Seminole County, Florida.



MAY-19-2004 00:34

# Seminole County Homeownership Assistance Program

## EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

### DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

---

3705 1563  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK PAGE



MAY-19-2004 00:35

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.I.P. HOMEBUYER ASSISTANCE  
PROGRAM - ATTN: CHERI WIGHT  
4590 S. US HWY 1  
CASSELBERRY, FL 32707

3705 1561  
OFFICIAL RECORDS  
BOOK PAGE

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



MAY-19-2004 00:35

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed and these presents the day and year first above written.

T. B. Dockery  
Print Name: TIM B. DOCKERY

Stacey M. Sanders  
Print Name: STACEY M. SANDERS

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Cejae Cox  
Print Name: Cejae Cox

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

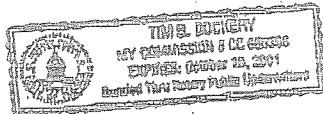
\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of JULY, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CEJAE COX and \_\_\_\_\_, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



T. B. Dockery  
Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

OFFICIAL RECORDS  
BOOK  
3705 1505  
SEMINOLE CO. FL



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 30, 1995, and recorded in Official Records Book 3002, Pages 1976 through and including 1980, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), dated November 30, 1995, and recorded in the Official Records Book 3002, Pages 1981 through and including 1984, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 8, 1995 recorded in Official Records Book 3002, pages 1985 through and including 1987, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 917 W. 24<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

LOTS 9 AND 10, BLOCK 10, 3<sup>RD</sup> SECTION OF DREAMWOLD,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

Parcel Identification No.: 36-19-30-524-1000-0090

(the "Property,") were made by Charles M. Hicks, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and



WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.


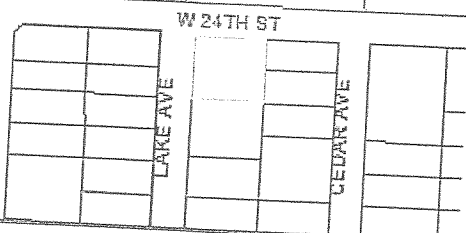

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-hicks



PARCEL DETAIL		<a href="#">HOME STATE</a> <a href="#">PERSONAL PROPERTY</a> <a href="#">RENTALS</a> <a href="#">SPECIAL SERVICES</a>																																																					
 <p>Seminole County Property Appraiser Services 1101 E. Park St. Sanford, FL 32771 407.665.0500</p>																																																							
	<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 36-19-30-524-1000-0090 Tax District: S1-SANFORD            Owner: HICKS CHARLES Exemptions: 00-HOMESTEAD            Address: 917 W 24TH ST            City,State,ZipCode: SANFORD FL 32771            Property Address: 917 24TH ST W SANFORD 32771            Subdivision Name: DREAMWOLD 3RD SEC            Dor: 01-SINGLE FAMILY</p>			<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market            Number of Buildings: 1            Depreciated Bldg Value: \$37,610            Depreciated EXFT Value: \$0            Land Value (Market): \$22,903            Land Value Ag: \$0            Just/Market Value: \$60,513            Assessed Value (SOH): \$46,492            Exempt Value: \$25,500            Taxable Value: \$20,992</p>																																																			
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			Appendage / Sqft UTILITY UNFINISHED / 72																																																				
			Appendage / Sqft ENCLOSED PORCH UNFINISHED / 264																																																				
			Appendage / Sqft SCREEN PORCH UNFINISHED / 96																																																				
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.            *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																							

BACK

PROPERTY APPRAISER  
HOME PAGE

FORWARD



34  
5

OFFICIAL RECORDS  
BOOK PAGE

Seminole County Homeownership Assistance Program

2002 1976



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
30th day of November 1995 by and between Charles M. Hicks  
and n/a hereinafter referred to as the "Mortgagor" and Seminole  
County, a political subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
include all parties to this instrument, the heirs, legal representatives  
and assigns of individuals and the successors and assigns of  
corporations; and the term "note" include in all the notes herein  
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$ 7,500.00), hereinafter described, the Mortgagor hereby grants,  
conveys, sells, assigns, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagor hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever; and that said land is  
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.165(1)(d),  
FLORIDA STATUTES

Prepared by:

Elaine L. Sanford/C.H.I.P./HOME Government Registration Center  
c/o Greater Seminole County Chamber of Commerce  
4000 South Highway 17-02  
Casselberry, FL 32707

This instrument was prepared by:

MARK WRIGHT  
RAMP TITLE AND GUARANTY CORP.  
100 WEST FIRST STREET  
SANFORD, FLORIDA 32771

SEMINOLE COUNTY  
RECORDS  
55 DEC -8 AM 11:55

780884  
CLERK OF CIRCUIT COURT

28



Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, terminate and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

1902  
1977  
OFFICIAL RECORDS  
BOOK  
PAGE



Seminole County Homeownership Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) five (5) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN FIVE (5) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Seventy five Hundred & 00/100 dollars (\$ 7,500.00 ) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

3002 1978  
OFFICIAL RECORDS  
BOOK  
PAGE

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESS

Print Name: Mark Wright

WITNESS

Print Name: Charles M. Hicks

WITNESS

Print Name: Suzie Smith

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of November 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Charles H. Hicks  
and n/a who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced A DRIVER LICENSE as identification and who did  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*Mark Wilentz*

Name: MARK WILENTZ  
Notary Public  
Serial Number: SS 438144  
Commission Expires: 1/2/99

MARK WILENTZ  
NOTARY PUBLIC  
FIDELITY & SURETY COMPANY OF FLORIDA  
TALLAHASSEE, FLORIDA  
JAN 2, 1999



*Seminole County Homeownership Assistance Program*



1002 1980  
SEMINOLE CO, FL  
PUBLIC RECORDS  
BOOK PAGE

EXHIBIT "A"  
LEGAL DESCRIPTION

LOTS 9 AND 10, BLOCK 10, 3RD SECTION  
OF DREAMWOLD, ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 4,  
PAGE 70, OF THE PUBLIC RECORDS OF  
SEMINOLE COUNTY, FLORIDA.

Return to:  
Robert F. Moenan - Planner/Program Monitor  
Community Dev. Office/Comprehensive Planning  
Seminole County Government Services Building  
1101 East First Street, Sanford, FL 32771  
Re: S.H.I.P./HOME Downpayment Assistance Program



Seminole County Homeownership Assistance Program

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$7,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Seventy Five Hundred and 100/100 (\$7,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5), twenty (20) or thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing (also any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default).

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



Prepared by:  
Elaine L. Berlin/S.M.I. r /HOME Downpayment Assistance Center  
c/o Greater Seminole County Chamber of Commerce

Seminole County Home 4005 South Highway 17402  
Consolidated Title



THIS MORTGAGE IS GIVEN TO SEMINOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d),  
FLORIDA STATUTES

This instrument was prepared by:  
MARK WELSH  
KARLY TITLE AND GUARANTY CORP.  
200 WEST FIRST STREET  
TAMPA, FLORIDA 33671

2002  
1982  
OFFICIAL RECORDS  
BOOK  
PAGE

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



Seminole County Homeownership Assistance Program



Each person liable herein whether maker or endorser, hereby makes, perfects, prosecutes, protects, notices of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder," "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents this day and year first above written.

Witness \_\_\_\_\_

Print Name: MAE WRIGHT

Witness \_\_\_\_\_

Print Name: EMILIE SMITH

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness \_\_\_\_\_

Print Name: Charles H. Alitz

Witness \_\_\_\_\_

Print Name: \_\_\_\_\_

RECORDED  
1988  
11/18/88  
11/18/88

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of August, 1988, before me, an officer duly authorized in the State of Florida and in the County of Seminole to take acknowledgments, personally appeared Charles H. Alitz and n/a, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVER'S LICENSE as identification and who did not take an oath.

WITNESS my hand and official seal in the County of Seminole, Florida.

Notary for  
Robert F. Heenan - Planner/Program Manager  
Community Dev. Office/Comprehensive Planning  
Seminole County Government Services Building  
1101 East First Street, Sanford, FL 32771  
Re: S.H.P. Homeownership Assistance Program

Notary Mark Heenan  
Notary Public  
State Number 00149166  
Commission Expires: 1/2/99





EXHIBIT "A"  
LEGAL DESCRIPTION

LOTS 9 AND 10, BLOCK 10, 3RD SECTION  
OF BREAMHOLD, ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 4,  
PAGE 70, OF THE PUBLIC RECORDS OF  
SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS  
BOOK PAGE  
3002 1984  
SEMINOLE CO. FL.

Return to:  
Robert F. Heenan - Planner/Program Manager  
Community Dev. Office/Comprehensive Planning  
Seminole County Government Services Building  
1101 East First Street, Sanford, FL 32771  
Re: S.H.L.P./HOME Downpayment Assistance Program



PREPARED BY:  
Elaine L. Barlow, SHIP Funds Coord.  
c/o Greater Seminole County Chamber of Commerce  
4500 S. HWY 17-02  
Cape Coral, FL 32707

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT NO 02 1985  
SEMINOLE CO. FL

Applicant: Charles Hicks  
Property Address: 917 24th Street, West, Sanford, FL 32771

This Agreement is entered into this 17th day of October, 1985 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Charles Hicks (hereinafter "HOMEBUYER").

#### WITNESSETH

#### 1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (12 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buydown assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce

#### 2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (or, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

#### 3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 7,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (or, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

#### 4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state subrecipient.

#### 5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 82 Subpart F, as follows:

(a) The HOMEBUYER has certified that the property shall be his/her principal residence and that, at the time of application and approval, his/her annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, GREATER has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

\*Seminole County Chamber of Commerce



• The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

## 8. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 5 Housing Quality Standards (HQ5) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

## 7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 82 Subpart H. The regulations are provided below. Applicable regulations are as noted.

- a) Equal opportunity and fair housing ☒ Applicable ☐ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
  - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
  - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/obtained stating that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
  - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint presence.)
  - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12072 - not applicable.

## 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

## 9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

## 10. REQUIREMENTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, interest, taxes and insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership established funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

## 1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

## 2. RECORDS AND REPORTS

OFFICIAL RECORDS  
BOOK PAGE  
3002 1986  
SEMIOLA CO. FL



The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 82 and Florida Statutes for a period of three (3) years from the end of the affordability term.

### 3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

### 4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occur: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of \_\_\_\_ day (s), \_\_\_\_ month (s) or \_\_\_\_ year (s), as applicable.

### 5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESSES

Walter Montano  
WALTER MONTANO

SEMINOLE COUNTY, FLORIDA

Don H. Rabun  
RON H. RABUN, County Manager

WITNESSES

Carol Ann Baker  
CAROL ANN BAKER

Date: \_\_\_\_\_

Jeanne Dorion  
JEANNE DORION

HOMEBUYER

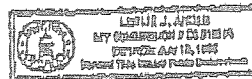
Charles E. Hight  
CHARLES E. HIGHT

Date: \_\_\_\_\_

STATE OF Florida )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 10th day of October 1985, by Charles E. Hight, who is personally known to me or who has produced State Identification as identification.

Leslie Andes  
Notary Public



Notary Public in and for the County and State Aforementioned.

My commission expires: 12-1-86

AFTER RECORDING, RETURN TO:  
Robert F. Hoagman, Program Monitor  
c/o Seminole County Government Services  
1101 East First Street Bldg.  
Sanford, FL 32771

BOOK 1987  
SEMINOLE CO. FL.  
2002 1987

Notary Public Seal

62

2002



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 18, 1996, and recorded in Official Records Book 3162, Pages 1423 through and including 1427, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND THREE HUNDRED NINETY-THREE AND 98/100 DOLLARS (\$3,393.98) (the "Note"), dated November 18, 1996, and recorded in the Official Records Book 3162, Pages 1428 through and including 1431, Public Records of Seminole County, Florida, which encumbered the property located at 2926 Knudsen Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal Description:

NORTH HALF OF LOT 12 (LESS SOUTH 11.5 FEET FOR RIGHT-OF-WAY) LORDLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 89 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-506-0000-0120

(the "Property,") were made by Erma Jackson, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note



thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_


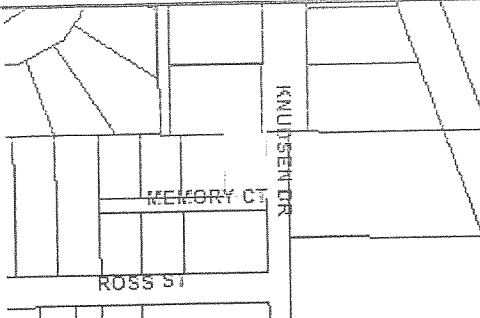

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/7/04  
satisfaction - jackson



PARCEL DETAIL	TOTAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																				
 <p>Seminole County Property Appraiser Services 1111 E. First St. Sanford FL 32771 407-665-7506</p>																																									
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 06-20-31-506-0000-0120 Tax District: S1-SANFORD  Owner: JACKSON ERMA Exemptions: 00-HOMESTEAD  Address: 2926 KNUDSEN DR  City,State,ZipCode: SANFORD FL 32773  Property Address: 2926 KNUDSEN DR SANFORD 32773  Subdivision Name: LORDLAND  Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$33,826  Depreciated EXFT Value: \$0  Land Value (Market): \$7,995  Land Value Ag: \$0  Just/Market Value: \$41,821  Assessed Value (SOH): \$36,395  Exempt Value: \$25,000  Taxable Value: \$11,395</p>																																					
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																									

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



49  
6  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

917516

96 NOV 25 PM 2:34



*Seminole County Homeownership Assistance Program*

## Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
18th day of NOVEMBER 1996 by and between Erma Jackson, a single  
and n/a hereinafter referred to the "Mortgagor" and Seminole person  
County, a political subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
include all parties to this instrument, the heirs, legal representatives  
and assigns of individuals and the successors and assigns of  
corporations; and the term "note" include in all the notes herein  
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$ 3,393.98 ), hereinafter described, the Mortgagor hereby grants,  
bargains, sells, aliena, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagor hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever; and that said land is  
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d),  
FLORIDA STATUTES

This instrument was prepared by  
and Return To:

Erma L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4890 South Highway 17-92  
Gassidberry, FL 32707

OFFICIAL RECORDS  
BOOK  
3162 1423  
SEMINOLE CO  
PAGE



PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEPMOLE CO.

25

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.



Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) \_\_\_\_\_ ten (10) years, \_\_\_\_\_ twenty (20) years or x thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR x THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of <sup>three thousand three hundred ninety</sup> ~~three and 98/100~~ dollars (\$3,393.98 ) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Mark Wright

Print Name: MARK WRIGHT

Susie Smith

Print Name: SUSIE SMITH

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Erma Jackson

Print Name: Erma Jackson  
2926 KNUDSON DRIVE  
SANFORD, FLORIDA 32773

Print Name: \_\_\_\_\_

3162 1425  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK PAGE

Certified Copy





STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18th day of NOVEMBER, 1996  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared ERMA JACKSON  
and N/A, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced A DRIVERS LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*Mark Wright*

Name: MARK WRIGHT

Notary Public

Serial Number

Commission Expires: 03/02/99

COMMISSION NO: CC 439144



MARK WRIGHT  
MY COMMISSION # CC439144 EXPIRES  
March 2, 1999  
BONDED THIRD PARTY INSURANCE, ETC.

OFFICIAL RECORDS  
BOOK 3162 PAGE 1426  
SEMINOLE CO. FL

KAMPF TITLE & GUARANTY CORP  
P.O. BOX 1330, 200 W FIRST STREET  
SANFORD, FLORIDA 32771





EXHIBIT "A"

LEGAL DESCRIPTION

NORTH HALF OF LOT 12, (LESS SOUTH 11.5 FEET FOR RIGHT-OF-WAY) LORDLAND  
SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8,  
PAGE 89, OR THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS  
BOOK PAGE  
3162 1427  
SEMINOLE CO. FL





EXHIBIT "B"  
SECOND MORTGAGE NOTE

COPY

AMOUNT: \$3,393.98

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Three Hundred Ninety Three & 98/100 (\$ 3,393.98). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage, securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one)        ten (10),        twenty (20) or   x   thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to        ten (10)        twenty (20)   x   thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, on even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS  
BOOK  
3162  
PAGE  
1429



Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT

Print Name: ERMA JACKSON

Print Name: SUSIE SMITH

Print Name: ERMA JACKSON

2916 KNUDSON DRIVE  
SANFORD, FLORIDA 32773

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of NOVEMBER, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ERMA JACKSON and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT

Notary Public

Serial Number 00-29144

Commission Expires: 09/02/99

KAMPE TITLE & TRUST CO., INC.  
P.O. BOX 13382  
SANFORD, FLORIDA 32771



MY COMMISSION & EXPIRATION DATES  
(Mark Wright)  
EXPIRES 09/02/99

OFFICIAL RECORDS  
BOOK  
3162 1430  
SEMINOLE CO. FL







This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 3, 1997, and recorded in Official Records Book 3257, Pages 1958 through and including 1962, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS (\$3,050.00) (the "Note"), dated June 4, 1997, and recorded in Official Records Book 3257, Pages 1963 through and including 1965, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 4, 1997, recorded in Official Records Book 3276, Pages 0275 through and including 0277, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 370 E. 4<sup>th</sup> Street, Oviedo, Florida 32766, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK 36, TOWNSITE OF NORTH CHULUOTA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 54 THROUGH 58, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 21-21-32-5CF-3600-0010

(the "Property,") were made by Benjamin P. Willis, a single man, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and



**WHEREAS**, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement;

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.


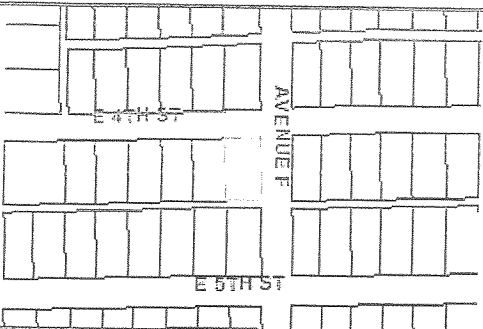

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-willis



PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	RAILROAD	SALES SEARCH	Back																																								
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-663-7506</p>																																													
<b>GENERAL</b> Parcel Id: 21-21-32-5CF-3600-0010 Tax District: 01-TX DIST 1 - COUNTY Owner: WILLIS BENJAMIN Exemptions: 00-HOMESTEAD Address: 370 E 4TH ST City,State,ZipCode: OVIEDO FL 32766 Property Address: 370 4TH ST E OVIEDO 32766 Subdivision Name: NORTH CHULUOTA Dor: 01-SINGLE FAMILY				<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$55,903 Depreciated EXFT Value: \$1,758 Land Value (Market): \$17,381 Land Value Ag: \$0 Just/Market Value: \$75,042 Assessed Value (SOH): \$54,154 Exempt Value: \$54,154 Taxable Value: \$0																																									
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Appendage / Sqft		BASE / 568																																											
Appendage / Sqft		CARPORT UNFINISHED / 400																																											
<b>EXTRA FEATURE</b> <table border="1"> <thead> <tr> <th>Description</th> <th>Year Bld</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>WOOD UTILITY BLDG</td> <td>1988</td> <td>375</td> <td>\$900</td> <td>\$2,250</td> </tr> <tr> <td>ALUM PORCH W/CONC FL</td> <td>1996</td> <td>180</td> <td>\$858</td> <td>\$1,170</td> </tr> </tbody> </table>						Description	Year Bld	Units	EXFT Value	Est. Cost New	WOOD UTILITY BLDG	1988	375	\$900	\$2,250	ALUM PORCH W/CONC FL	1996	180	\$858	\$1,170																									
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<b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																													

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



This document prepared by and for the use of

JSEA ZORODR

QUALITY TITLE & GUARANTY CO., INC.  
1600 WEST BROADWAY  
DAVIE, FLORIDA 33415Property Appraiser Parcel Identification (Folio) Number:  
21-21-22-000-0010

Grantee is:

MARYANNE HUNG  
J. PARK OF CIRCUM  
SEMINOLE COUNTY, FL

RECORDED &amp; VERIFIED

067829

2007 JUN 25 AM 8 52

JSEA ZORODR

JSEA ZORODR

JSEA ZORODR

BEFORE ABOVE THIS LINE FOR RECORDING DATE

**THE WARRANTY DEED**, made the 20th day of May, A.D. 1927 by KILBON R. BAYS and ERMA J. BAYS, HUSBAND AND WIFE hereby called the grantors, whose post office address is RT 2, BOX 240, HURRICANE WV 25526, to BENJAMIN WILLIS, A SINGLE PERSON whose post office address is 370 FOURTH STREET EAST, CHILUOTA FL 32708, hereinafter called the Grantee.

(Wherever used herein the words "grantor" and "grantee" include all the parties in the instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH** That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in SEMINOLE County, State of Florida, viz:

LOT 1, BLOCK 28, TOWNSHIP OF NORTH CHILUOTA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 54-55, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Subject to assessments, restrictions and reservations of record and to taxes for the year 1927 and thereafter.

TOGETHER, with all the tenements, appurtenances and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same to the Grantee forever.

AND, the grantors hereby covenant with said Grantee that the grantors have lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances, except those securing advances made to December 31, 1926.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*Charles H. Hether*  
Signature  
Charles H. Hether  
Printed Name  
*Charles H. Hether*  
Signature  
Charles H. Hether  
Printed Name  
*Ronald L. Ward*  
Signature  
Ronald L. Ward  
Printed Name

STATE OF WEST VIRGINIA  
COUNTY OF

The foregoing instrument was acknowledged before me this 27th day of June, 1927, by KILBON R. BAYS and ERMA J. BAYS who were personally known to me or have produced satisfactory evidence.

NOTARY

Notary Signature

Printed Notary Signature

My Commission Expires



OFFICIAL RECORDS  
BOOK 2  
PAGE 54-55

3257 1946  
SEMINOLE CO. FL

File & Record



45/600

SAFETY OF THE  
THE OF THE

RECORDED &amp; VERIFIED

San Diego County Homeless and Substance Abuse Program July 25, 11 &amp; 12, 2011

## Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12th day of JUNE 1997, by and between Barbara P. Williams and John Williams hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,050.00 ) hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz: -

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagees that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagees as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 195.105(1)(d).

FLORIDA STATUTES  
QUINN-TITUS & GUARANTY CO., INC.  
155 W. BROADWAY  
SUITE 2100  
MIAMI, FL 33139

**The Instrument was prepared by:**

**FEDERAL BUREAU OF INVESTIGATION**  
**U.S. DEPARTMENT OF JUSTICE**

CLIFF MOORE Public Corporation

SAID MORTGAGE IS BEING RE-RECORDED TO ADD ATTACHED AGREEMENT, WHICH IS PART OF THE MORTGAGE\*\*

OFFICE: 7E-01875  
220

OFFICIAL RECORDS  
BOOK

90-678

RECEIVED







Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) X ten (10) years,        twenty (20) years or        thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TEN (10) YEARS,        TWENTY (20) YEARS OR        THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand and Fifty and 00/100 dollars (\$3,050.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Lisa Zdrogalski

Print Name: Benjamin P. Willis

310 Fourth Street  
Chuluota, FL 32716

Print Name: Tina Wood

Print Name:                     

Print Name:                     

Print Name:                     

OFFICIAL RECORDS  
BOOK  
2257 1960 3275 0259  
SEMINOLE CO. FL SEMINOLE CO. FL

Certified Copy



Seminole County Homeownership Assistance Program

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 4th day of June, 1997  
before me an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Bernard Willis  
and [Signature], who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Daniel Leonard as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



Lisa Zaremski  
My Commission CCS660610  
Expires Sep 30, 2000

OFFICIAL RECORDS 77 0270  
BOOK 3257 1961  
SEMINOLE CO. FL

Is Not a Certified Copy



*Seminole County Homeownership Assistance Program*



EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 1, Block 35, TOWNSITE OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat book 2, Pages 54 through 58, Public Records of Seminole County, Florida.

This is not a certified copy

OFFICIAL RECORDS  
BOOK PAGE  
3257 1962 377 0271  
SEMINOLE CO. FL SEMINOLE CO. FL



Seminole County Homeownership Assistance ProgramEXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$3,050.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand and Fifty and no/100 (\$ 3,050.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x ten (10),      twenty (20), or      thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to x ten (10)      twenty (20)      thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the respective provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

SEMINOLE COUNTY HOMEOWNERSHIP ASSISTANCE PROGRAM  
c/o The Standard Banknote Company  
Printer of Documents  
4200 South Highway 17-42  
Orlando, FL 32837  
Elaine L. Barlow  
S.H.I.P./HOME Funds Coordinator

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage and by this reference made a part hereof.

3257 1964  
 SEMINOLE CO. FL  
 OFFICIAL RECORDS  
 BOOK 3257 PAGE 1964  
 0771 0273  
 SEMINOLE CO. FL  
 OFFICIAL RECORDS



Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: LEA P. DICKINSON

Print Name: Benjamin P. Willis

Print Name: Joe. [unclear]

Print Name: Chulicia F. [unclear]

Print Name: [unclear]

Print Name: [unclear]

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this June day of June, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Benjamin P. Willis and [unclear], who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced [unclear] as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: [unclear]  
Notary Public  
Serial Number: [unclear]  
Commission Expires: [unclear]



Notary Public  
My Commission Expires: Dec. 30, 2008

OFFICIAL RECORDS  
BOOK 0274

OFFICIAL RECORDS  
BOOK 0274

1965

SEMINOLE CO. FL



**SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT**

Applicant(s): Benjamin P. Willis, a single man  
370 Fourth Street, E.  
Property Address: Chuluota, FL 32776

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Benjamin P. Willis, A single man (hereinafter "HOMEBUYER").

WITNESSETH:

**1. USE OF HOME FUNDS**

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990 as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chapter of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

**2. AFFORDABILITY**

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

**3. REPAYMENTS**

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,050.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

**4. UNIFORM ADMINISTRATIVE REQUIREMENTS**

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

**5. PROJECT REQUIREMENT**

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with HUD funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chapter of Commerce, has reviewed the homebuyer income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding. The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.



## 6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

## 7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
  - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
  - ☒ Applicable (activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/verified ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
  - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
  - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

## 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

## 9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

## 10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

## 1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

## 2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.







Prepared by  
 RETURN TO: N. Donaldson  
 FIDELITY NATIONAL TITLE  
 608 E. Robinson St., Suite 515  
 Orlando, FL 32801 407-449-1810

### MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 3rd day of March, 1994, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and The Mortgage Firm, a Florida corporation, whose address is 1916 Lee Road, Winter Park, FL 32789 hereinafter referred to as "LENDER."

### WITNESSETH:

WHEREAS, William D. Miller whose address is 110 South Point, Ocala, FL 32765 hereinafter referred to as "BORROWER," executed and delivered to COUNTY a mortgage in the amount of Twenty Thousand Five Dollars and 00/100 (\$2,000.00) dated April 1, 1991 and recorded April 1, 1991 in Official Record Book 1271, page(s) 027 in the records of Seminole County, Florida, which mortgage is a lien on the following described property:

Lot 1, Block 16, Tract 16, North Ocala, according to the Plat thereof, as recorded in Plat Book 2, Page 54 thereof, Public records of Seminole County, Florida.

and

WHEREAS, the BORROWER executed and delivered to LENDER a mortgage in the sum of Fifty Seven Thousand Seven Hundred Eleven Dollars-DOLLARS (\$57,711.00) which mortgage is intended to be recorded herewith in the records of Seminole County, Florida; and

WHEREAS, LENDER has required as a condition of its loan to BORROWER that the lien of the mortgage executed by BORROWER to the COUNTY be subordinated to the lien of the mortgage executed by BORROWER to LENDER to which COUNTY has agreed on the conditions provided herein; and

WHEREAS, the COUNTY is agreeable to such request pursuant to its adoption of Subordination Agreement Request Policies And Procedures on March 12, 1996, relating to subordination of liens filed for rehabilitation, emergency repair and ownership assistance funded activities; and

WHEREAS, the refinancing of the BORROWER's property for the purpose of debt consolidation shall reduce total monthly household expenses; or an unanticipated financial hardship has befallen the BORROWER due to the death of a spouse or co-owner occupying the property; and

WHEREAS, the COUNTY is not required to take more than a second position of subordination,

OFFICIAL RECORDS  
 BOOK PAGE  
 3620 0317

RECORDS  
 BOOK PAGE  
 3-9709

RECORDS  
 BOOK PAGE  
 3-9712 00917







This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 11, 1996, and recorded in Official Records Book 3059, Pages 1756 through and including 1760, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 11, 1996, and recorded in the Official Records Book 3059, Pages 1761 through and including 1763, Public Records of Seminole County, Florida, which encumbered the property located at 104 Hays Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

LOT 8, BLOCK B, COUNTRY CLUB MANOR UNIT 1 ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 35 OF  
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-520-0B00-0080

(the "Property,") were made by Annette L. Jackson, a single person and Katanya M. Jackson, a single person, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under



current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

**WHEREAS**, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_


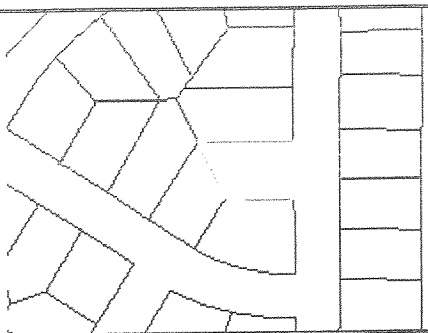

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/7/04  
satisfaction-jackson



PARCEL DETAIL	HOME STATE	RECORDS	EXEMPT	SALES SUMMARY	Back																																																												
 <p>Seminole County Property Appraiser Services 1001 E. Ward St. Sanford FL 32771 407-665-7506</p>																																																																	
<b>GENERAL</b> Parcel Id: 35-19-30-520-0B00-0080 Tax District: S1-SANFORD Owner: JACKSON ANNETTE L & Exemptions: 00-HOMESTEAD Own/Addr: JACKSON KATONYA M Address: 104 HAYS DR City,State,ZipCode: SANFORD FL 32771 Property Address: 104 HAYS DR SANFORD 32771 Subdivision Name: COUNTRY CLUB MANOR UNIT 1 Dor: 01-SINGLE FAMILY				<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$71,027 Depreciated EXFT Value: \$0 Land Value (Market): \$11,500 Land Value Ag: \$0 Just/Market Value: \$82,527 Assessed Value (SOH): \$76,553 Exempt Value: \$25,000 Taxable Value: \$51,553																																																													
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BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



334.50

Seminole County Homeownership Assistance Program



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 11th day of April 1996 by and between Annette L Jackson, a single person and Katanya M Jackson, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,500.00 ) hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

OFFICIAL RECORDS  
BOOK PAGE  
3059 12756

MARYANNE HORSE  
CLERK OF CIRCUIT COURT  
830375

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED  
96 APR 26 PM 2:00

45  
SOUTHERN TITLE  
130 UNIVERSITY PARK DR.  
SUITE 145  
WINTER PARK FL 32782  
96-225



*Seminole County Homeownership Assistance Program*



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute default under this instrument. The institution of a mortgage or lien foreclosure proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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1757



Seminole County Homeownership Assistance Program



OFFICIAL RECORDS  
BOOK PAGE  
1758

Should the land remain owner-occupied and not be rented, leased or subleased for, (check applicable) \_\_\_\_\_ ten (10) years, \_\_\_\_\_ twenty (20) years or \_\_\_\_\_ thirty (30) years (if used in conjunction with FHA financing), then the Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN \_\_\_\_\_ TEN (10) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Five Hundred and 00/100 dollars (\$ 3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Madred M. Crenshaw

Tina M. McCrea  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Annette L. Jackson

Katonya M. Jackson  
Print Name: \_\_\_\_\_

104 Hays Drive  
Sanford, FL 32771









OFFICIAL RECORDS  
BOOK PAGE  
3059 1760  
SEMINOLE CO. FL.

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 8, Block B, COUNTRY CLUB MANOR UNIT 1, according to the plat thereof as recorded in Plat Book 11, Page 35, Public Records of Seminole County, Florida.





EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Thirty Five Hundred and 00/100---- (\$ 3,500.00 ). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one)        ten (10),        twenty (20) or   X   thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to        ten (10)        twenty (20)   X   thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



*Seminole County Homeownership Assistance Program*



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES.

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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BOOK 1762  
PAGE 1762  
SEMINOLE CO. FL.



Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Mildred M. Crenshaw

Print Name: Tina M. McCrea

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Annette L. Jackson

Print Name: Katonya M. Jackson

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of April, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Annette L. Jackson, single and Katonya M. Jackson, single, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Florida license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid



MILDRED M. CRENSHAW  
Notary Public  
Expires Jul. 30, 1996  
Bonded by NAJ  
#004221000

Name: Mildred M. Crenshaw  
Notary Public  
Serial Number 16 30192  
Commission Expires: 7-30-96



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 15, 1997, and recorded in Official Records Book 3313, Pages 0608 through and including 0612, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 10, 1997, and recorded in the Official Records Book 3313, Pages 0613 through and including 0615, Public Records of Seminole County, Florida, which encumbered the property located at 2406 S. Elm Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

LOT 123 AND THE NORTH 1/2 OF LOT 124, FRANKLIN TERRACE,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
3, PAGE 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

Parcel Identification Number: 36-19-30-539-0000-1230

(the "Property,") were made by Joanne Deming, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under



current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_


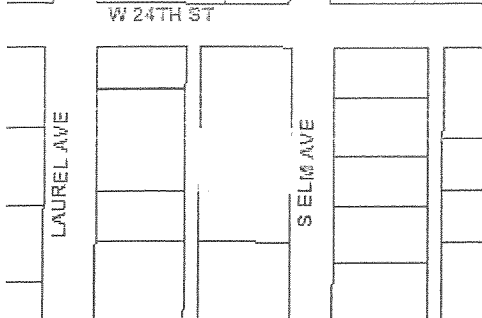

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/7/04  
satisfaction-deming



PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	INHERITANCE	SUCCESSION	Back																																										
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																															

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



From: unknown Page 2/12 Date: 5/20/2004 11:38:31 AM

KA4115622/VSW RECORD AND RETURN TO: RUSSELL HEDNLE, OF  
KATIE TITLE AND GUARANTY CORPORATION  
700 West First Street, Sanford, Florida 32771  
(407) 352-9484

*Seminole County Homeownership Assistance Program*

## Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
15th day of October 1997 by and between Joanne Dening  
single person hereinafter referred to the "Mortgagor" and Seminole County, a political  
subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,  
Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
include all parties to this instrument, the heirs, legal representatives  
and assigns of individuals and the successors and assigns of  
corporations; and the term "note" include in all the notes herein  
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$3,800.00), hereinafter described, the Mortgagor hereby grants, bargains,  
sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of  
which the Mortgagor is now seized and in possession situated in Seminole County,  
Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagor hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever; and that said land is free  
and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF INTANGIBLE  
PERSONAL PROPERTY TAX AND DOCUMENTARY  
STAMP EXCISE TAX ON DOCUMENTS PURSUANT  
TO SECTIONS 420.31(1) AND 409.18(1)(d),  
FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY HOMEOWNERSHIP ASSISTANCE  
PROGRAM - ATTN: SARAH SELBY  
JANUARY 17-97  
CASSEL BERRY, FL 32707

1 of 5

SEMINOLE COUNTY, FL  
OFFICIAL  
BOOK  
913  
PAGE  
0603

RECORDED & VERIFIED  
11-1-04

RECORDED & VERIFIED  
11-1-04

62407  
Notary Seal



From unknown Page 3/12 Date: 5/20/2004 11:38:31 AM

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, count or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

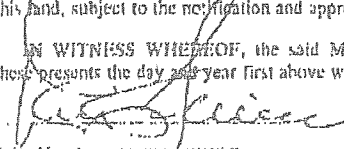



From: unknown Page: 4/12 Date: 5/20/2004 11:38:32 AM

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Three-thousand, Five-hundred dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

  
Print Name: RUSSELL HEANLE

  
Print Name: Joanne Deming  
2406 Elm Avenue  
Sanford, Florida 32771

Print Name: VIVIAN S. WHEELER

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:



From: unknown Page: 5/12 Date: 5/20/2004 11:38:32 AM

STATE OF FLORIDA  
COUNTY OF SEMINOLE

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of October, 1997, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOANNE DEMING, A SINGLE PERSON and                                 , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: RUSSELL HEINLE  
Notary Public  
Serial Number CC617617  
Commission Expires: 05/16/2001

Received 16/1/1961  
 15/1/1961  
 16/1/1961  
 17/1/1961

SEMINOLE CO. FL

100

W  
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F  
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S



From: unknown Page: 6/12 Date: 5/20/2004 11:38:32 AM

EXHIBIT "A"  
LEGAL DESCRIPTION

OFFICIAL RECORD  
BOOK 313 PAGE 0612  
SEMINOLE CO. FL

LOT 123 and the NORTH 1/2 OF LOT 124, FRANKLIN TERRACE, according to the Plat thereof as Recorded in Plat Book 3, Page 78, of the Public Records of SEMINOLE County, Florida.

5 of 5

7/23/97  
noting doc



From unknown Page 7/12 Date: 5/20/2004 11:35:33 AM

Seminole County Homeownership Assistance ProgramEXHIBIT "B"  
SECOND MORTGAGE NOTE

(H0)PV

AMOUNT \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three-thousand, Five hundred dollars & NO/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

## DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



From: unknown Page: 8/12 Date: 5/20/2004 11:38:33 AM

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(3) AND 199.185(1)(b), FLORIDA STATUTES

This instrument was prepared by:  
AFTR RECORDING RETURN TO:  
SM LE MORTGAGE ASSISTANCE  
PROGRAM - ATTN: SHARON SELF  
4800 S. US HWY 1  
CASSELBERRY, FL 32707

3313 0614  
 SEMINOLE CO. FL  
 OFFICIAL RECORDS  
 BOOK

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said lender, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

(C)(O)P.V.



From: unknown      Page: 9/12      Date: 5/20/2004 11:38:34 AM

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has herunto signed and sealed these presents the day and year first above written.

Trinity Name: RUSSELL VIERA

Print Name: Joanne Deming  
2406 Elm Avenue  
Senford, FL 32771

Print Name. VIVIAN S. WHEELER

Print Name: \_\_\_\_\_

First Name:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of October, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared JUANITA DOWLING, A SINGLE PERSON  
and \_\_\_\_\_ who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced DRIVER'S LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid

Name: RUSSELL H. WILHE  
Notary Public  
Serial Number: 00917617  
Commission Expires: 05/16/2001



~~SECRET~~



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

### SATISFACTION OF MORTGAGE AND NOTE

#### **Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 12, 1996, and recorded in Official Records Book 3025, Pages 0988 through and including 0992, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), dated January 12, 1996, and recorded in the Official Records Book 3025, Pages 0993 through and including 0995, Public Records of Seminole County, Florida, which encumbered the property located at 1549 Chilean Lane, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

#### Legal Description:

LEG LOT 8, BLOCK 13, EASTBROOK SUBDIVISION, UNIT NO. FIVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 80 AND 81, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-21-30-506-1300-0080

(the "Property,") were made by Mayra G. Gonzalez (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner(s) did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under



current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_


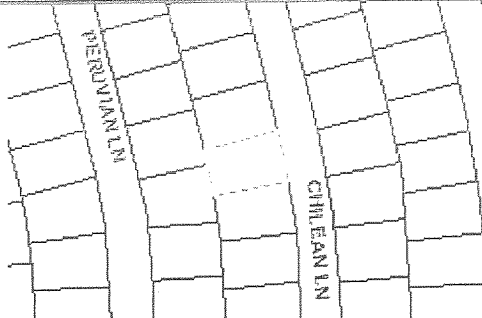

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/7/04  
satisfaction-gonzalez



PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	TAX ROLLS	SALES SEARCH	Back																																																		
 <p>Seminole County Property Appraiser Services 1001 W. Alafia St. Winter Park, FL 32789 407-665-7500</p>																																																							
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 34-21-30-506-1300-0080 Tax District: 01-TX DIST 1 - COUNTY  Owner: GONZALEZ MAYRA &amp; Exemptions: 00-HOMESTEAD  Own/Addr: DIAZ AGAPITO  Address: 1549 CHILEAN LN  City,State,ZipCode: WINTER PARK FL 32792  Property Address: 1549 CHILEAN LN WINTER PARK 32792  Subdivision Name: EASTBROOK SUBD UNIT NO 05  Dor: 01-SINGLE FAMILY</p>				<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market  Number of Buildings: 1  Depreciated Bldg Value: \$56,885  Depreciated EXFT Value: \$1,799  Land Value (Market): \$22,000  Land Value Ag: \$0  Just/Market Value: \$80,684  Assessed Value (SOH): \$74,698  Exempt Value: \$25,000  Taxable Value: \$49,698</p>																																																			
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>01/1996</td> <td>03025</td> <td>0979</td> <td>\$65,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1985</td> <td>01680</td> <td>1328</td> <td>\$58,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1973</td> <td>01000</td> <td>1665</td> <td>\$22,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1971</td> <td>00879</td> <td>0423</td> <td>\$16,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	01/1996	03025	0979	\$65,000	Improved	WARRANTY DEED	10/1985	01680	1328	\$58,500	Improved	WARRANTY DEED	01/1973	01000	1665	\$22,000	Improved	WARRANTY DEED	01/1971	00879	0423	\$16,000	Improved	<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$810  2003 Tax Bill Amount: \$727  Savings Due To SOH: \$83  2003 Taxable Value: \$42,432  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																					
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BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDS & VERIFIED

800898

96 FEB -1 PM 2:29

*Seminole County Homeownership Assistance Program*



## Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
12TH day of ~~December~~ <sup>JANUARY</sup> 1996 by and between Mayra G. Gonzalez  
and n/a hereinafter referred to the "Mortgagor" and Seminole  
County, a political subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
include all parties to this instrument, the heirs, legal representatives  
and assigns of individuals and the successors and assigns of  
corporations, and the term "note" include in all the notes herein  
described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$ 7,500.00 ) hereinafter described, the Mortgagor hereby grants,  
bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagor hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever; and that said land is  
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.165(1)(d)  
FLORIDA STATUTES

This instrument was prepared by:

Prepared by  
Elaine L. Barlow, S.H.I.P./HOME Downpayment Assistance Counselor  
c/o Greater Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

RETURN TO: W 780 3864  
SUNBELT TITLE AGENCY  
240 Crown Oak Centre Drive  
Longwood, Florida 32750

OFFICIAL RECORDS  
BOOK  
PAGE  
3025 0988  
SEMINOLE CO. FL.



MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDS & VERIFIED

96 FEB -1 PM 2:28

800898

*Seminole County Homeownership Assistance Program*



## Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
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(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
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and assigns of individuals and the successors and assigns of  
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bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the  
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SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(a)  
FLORIDA STATUTES

This instrument was prepared by:

Blaine C. Barlow, S.H.I.P./HOME Downpayment Assistance Counsel  
c/o Greater Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

RETURN TO: 1-188-8004  
SUNBELT TITLE AGENCY  
240 Crown Oak Centre Drive  
Longwood, Florida 32750

OFFICIAL RECORDS  
BOOK PAGE  
3025 0988  
SEMINOLE CO. FL.



2025 0990

*Seminole County Homeownership Assistance Program* SEMINOLE CO. FL.



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) \_\_\_\_\_ five (5) years, \_\_\_\_\_ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN \_\_\_\_\_ FIVE (5) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Seventy Five Hundred ~~500~~ 100 Dollars (\$7,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Branda K Hedden  
witness  
Print Name: Branda K Hedden

Mayra G. Gonzalez  
Print Name: Mayra G. Gonzalez

Elizabeth M. Wathen  
witness  
Print Name: ELIZABETH M. WATHEN

1549 CHILEAN LANE, WINTER PARK, FL 32792

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Certified Copy



BOOK PAGE  
3025 0991  
SEMINOLE CO. FL.

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of JANUARY ~~December~~ 1996  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Mayra G. Gonzalez  
and N/A, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced DRIVERS LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*Rhonda K Hedger*

Name:

Notary Public

Serial Number

Commission Expires:



RHONDA K HEDGER  
My Commission CC302712  
Expires Jul. 19, 1997  
Bonded by HAI  
800-422-1555

This is not a certified copy



OFFICIAL RECORDS  
BOOK " " PAGE " "

3025 0992

SEMINOLE CO. FL.

*Seminole County Homeownership Assistance Program*



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 8, Block 11, EASTBROOK SUBDIVISION UNIT NO. FIVE, according to the plat thereof recorded in Plat Book 12, pages 80 and 81, Public Records of Seminole County, Florida.

This is not a certified copy





EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$7,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Seventy Five Hundred & 00/100 (\$7,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



Seminole County Homeownership Assistance Program



This instrument was prepared by:

0025 0994  
SEMIOLE CO FL  
by: |

- ### CONSEQUENCE OF DEFAULT

## MISCELLANEOUS PROVISIONS

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



OFFICIAL RECORDS  
BOOK PAGE

3025 0995

SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Rhonda K Hedden  
witness Rhonda K Hedden

Elizabeth M. Wether  
witness

Print Name: ELIZABETH M. WETHER

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of December JANUARY 199 6 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Mayra G. Gonzalez and n/a who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Rhonda K Hedden  
Name:

Notary Public

Serial Number

Commission Expires



RHONDA K HEDDEN  
My Commission CC362712  
Expires Jul. 18, 1997  
Bonded by HAI  
900-422-1555



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 13, 1998, and recorded in Official Records Book 3371, Pages 1817 through and including 1825, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 13, 1998, and recorded in the Official Records Book 3371, Pages 1822 through and including 1824, Public Records of Seminole County, Florida, which encumbered the property located at 108 Rabun Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 46, SANORA SOUTH UNIT ONE, ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 19, PAGES 76 AND 77 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-20-31-507-0000-0460

(the "Property,") were made by Jairo A. Martinez, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner(s) did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and



WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.


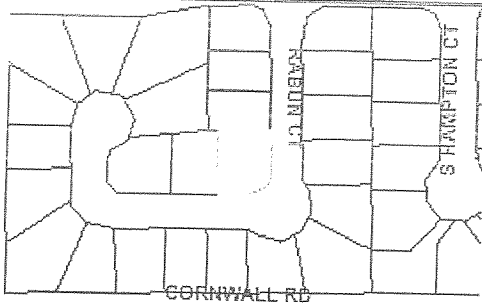
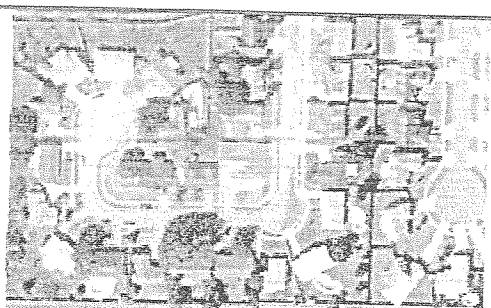
Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AS/lpk  
10/7/04  
satisfaction-martinez



PARCEL DETAIL		REAL ESTATE	PERSONAL PROP.	EXEMPT	SARCS SEARCH	Back																																								
 <p>Seminole County Property Appraiser Services 1101 N. West St. Sanford FL 32771 407-665-2506</p>																																														
<b>GENERAL</b> Parcel Id: 07-20-31-507-0000-0460 Tax District: S1-SANFORD Owner: MARTINEZ JAIRO A Exemptions: 00-HOMESTEAD Address: 108 RABUN CT City,State,ZipCode: SANFORD FL 32773 Property Address: 108 RABUN CT SANFORD 32773 Subdivision Name: SANORA SOUTH UNIT 1 Dor: 01-SINGLE FAMILY				<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$62,816 Depreciated EXFT Value: \$974 Land Value (Market): \$15,700 Land Value Ag: \$0 Just/Market Value: \$79,490 Assessed Value (SOH): \$58,492 Exempt Value: \$25,000 Taxable Value: \$33,492																																										
<b>SALES</b> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>02/1998</td> <td>03371</td> <td>1807</td> <td>\$60,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1977</td> <td>01116</td> <td>1356</td> <td>\$26,200</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1975</td> <td>01063</td> <td>1310</td> <td>\$195,000</td> <td>Vacant</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	02/1998	03371	1807	\$60,000	Improved	WARRANTY DEED	01/1977	01116	1356	\$26,200	Improved	WARRANTY DEED	01/1975	01063	1310	\$195,000	Vacant	<b>2003 VALUE SUMMARY</b> Tax Value(without SOH): \$952 2003 Tax Bill Amount: \$676 Savings Due To SOH: \$276 2003 Taxable Value: \$32,401 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																		
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BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



REF 42254 10/1/01

WHEN RECORDED RETURN TO:  
KAMPP TITLE AND GUARANTY CORP.200 W. FIRST STREET, SANFORD,  
FL 32771Seminole County Homeownership Assistance Program49  
6.50

## Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 13th day of February 1998 by and between Jairo A. Martinez, single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

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TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

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A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 40.01(1) AND 199.03(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.E.L.P. HOMEOWNERS ASSISTANCE  
PROGRAM, ATTN: SHARON BELT  
4800 N. HWY 12/2  
CASSEL BERRY, FL 32717

1 of 2

RECORDED & VERIFIED  
161855  
1917  
SEMINOLE CO. FL

RECORDED & VERIFIED  
161855  
1917  
SEMINOLE CO. FL

RECORDED & VERIFIED  
161855  
1917  
SEMINOLE CO. FL

7/20/97



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

BOOK  
71  
1818  
MORTGAGE CO. FL



Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT

Print Name: SUSIE SMITH

Print Name:

Print Name:

Print Name: Jalro A. Martinez  
108 Robin Ct., Sanford, FL 32773

Print Name:

Print Name:

Print Name:

KAMPF TITLE & GUARANTY CORP.  
P.O. BOX 1350, 200 W. FIRST STREET  
SANFORD, FLORIDA 32771

3 of 5

OFFICIAL  
BOOK  
3271  
1919  
SEMINOLE CO. FL



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 13th day of February, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared JAIRO A. MARTINEZ, A Single Man  
and \_\_\_\_\_ who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced driver's license as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

MARK WRIGHT  
Notary Public  
March 2, 1991  
Commission Expires: 3/2/99

Mark Wright  
Name: MARK WRIGHT  
Notary Public  
Serial Number: 66439144  
Commission Expires: 3/2/99

OFFICIAL RECORD  
BOOK  
221 1820  
SEMINOLE CO. FL



## EXHIBIT "A"

## LEGAL DESCRIPTION

Lot 46, SANORA SOUTH UNIT ONE, according to the Plat thereof as Recorded in Plat Book 19, Pages 76 and 77, of the Public Records of Seminole County, Florida.

337  
SEMINOLE CO. FL

1025



Seminole County Homeownership Assistance ProgramEXHIBIT "B"  
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the redemption provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORD  
BOOK 1922  
PAGE 1971  
SEMINOLE CO. FL



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
UILLE HOMENUELL ASSISTANCE  
PROGRAM - ATTN: SHARON BELF  
4501 E. 111TH AVE  
CAUSEWAY, FL 32702

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

SEMINOLE CO. FL  
 1971 1923  
 2004-11-23

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



Each person liable herein whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed their presents this day and year first above written.

MARK WRIGHT

Print Name:

SUSIE SMITH

Print Name: SUSIE SMITH

Print Name:

Print Name:

Print Name: Jairo A. Martinez

108 Rabun Cr., Sanford, FL 32773

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of February, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAIRO A. MARTINEZ, A Single Man and SUSIE SMITH, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name:

MARK WRIGHT

Notary Public

Serial Number 66 435144

Commission Expires: 3/2/99

\*AMPF TITLE & GUARANTY CORP.  
P.O. BOX 1360, 200 W. FIRST STREET  
SANFORD, FLORIDA 32771

3 of 3

SEMINOLE CO. FL

1998 1824



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

### SATISFACTION OF MORTGAGE AND NOTE

#### **Know All Persons By These Presents:**

**WHEREAS**, a downpayment assistance SHIP Mortgage (the "Mortgage") dated May 23, 1997, and recorded in Official Records Book 3244, Pages 1733 through and including 1736, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$3,400.00) (the "Note"), dated May 23, 1997, and recorded in the Official Records Book 3244, Pages 1737 through and including 1741, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated April 7, 1997 recorded in Official Records Book 3244, pages 1742 through and including 1744, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 211 W. 20<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

#### Legal Description:

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5, BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-534-0200-0030

(the "Property,") were made by Maria Baez, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage, Note, and Agreement; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note, and Agreement; and



WHEREAS, the Owner has sold or refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and County policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals, Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
10/11/04  
satisfaction - Baez downpayment



49  
650

OFFICIAL RECORDS  
BOOK

3244 1733

SEMINOLE CO. FL



*Seminole County Homeownership Assistance Program*

## Second Mortgage Deed

RECORDED & VERIFIED

1997 MAY 29 PM 3:29

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL

056839

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
23rd day of MAY 1997 by and between Maria Bagz, a single woman  
and N/A hereinafter referred to the "Mortgagor" and Seminole  
County, a political subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
include all parties to this instrument, the heirs, legal representatives  
and assigns of individuals and the successors and assigns of  
corporations; and the term "note" include in all the notes herein  
described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$ 3,400.00), hereinafter described, the Mortgagor hereby grants,  
bargains, sells, aliens premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagor hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever; and that said land is  
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d),  
FLORIDA STATUTES

This instrument was prepared by:  
Elaine L. Barlow  
S.D.P. HOME Funds Coordinator  
S.D.P. Home Ownership Assistance Program  
for the Greater Seminole County  
Chamber of Commerce  
4650 South Highway 17-82  
Sanford, FL 32707

28



*Seminole County Homeownership Assistance Program*



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.



Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents this day and year first above written

Print Name: MARK WRIGHT

Print Name: MARIA BAEZ  
211 20TH STREET WEST  
SANFORD, FLORIDA 32771

Print Name: SUSIE SMITH

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 23rd day of MAY, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARIA BAEZ, A SINGLE WOMAN and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT

Notary Public

Serial Number CE 439144

Commission Expires 3/2/99



MARK WRIGHT  
MY COMMISSION # CC439144 EXPIRES  
March 2, 1999  
BONDED THRU TROY FARR INSURANCE, INC.

SEMINOLE COUNTY HOMEOWNERSHIP ASSISTANCE PROGRAM  
211 20TH STREET WEST  
SANFORD, FLORIDA 32771

OFFICIAL RECORDS  
BOOK 3244 PAGE 1735  
SEMINOLE CO. FL





OFFICIAL RECORDS  
BOOK

BOOK:

3244 1736

SEMIHOLE CO. FL

## EXHIBIT "A"

## LEGAL DESCRIPTION

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5,  
BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 4, PAGE 78, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

16. **PHARMACEUTICALS**

**79 p. 4. 80 p. 81 p.**





SEMINOLE CO. FLA.

3214 1737

OFFICIAL RECORDS  
BOOK

EXHIBIT "B"  
SECOND MORTGAGE NOTE

COPY

AMOUNT: \$3,400.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or its order, the manner hereinafter specified, the sum of Thirty-Four Hundred and no/00 (\$3,400.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10),        twenty (20) or        thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to X ten (10)        twenty (20)        thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This Instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) \_\_\_\_\_ ten (10) years, \_\_\_\_\_ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN \_\_\_\_\_ TEN (10) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of \_\_\_\_\_ dollars (\$) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents this day and year first above written.

Print Name: MARK WRIGHT

Print Name: SUSIE SMITH

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: MARIA BAEZ  
211 20TH STREET WEST  
SANFORD, FLORIDA 32771

Print Name: \_\_\_\_\_

OFFICIAL RECORDS  
BOOK

SEMINOLE CO. FL

3241 1739





STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 23RD day of MAY, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared MARIA BAEZ, A SINGLE WOMAN  
and N/A who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced A DRIVERS LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*Mark Wright*

Name: MARK WRIGHT

Notary Public

Serial Number CC 439144

Commission Expires: 3/2/99



MARK WRIGHT

MY COMMISSION # CC439144 EXPIRES  
March 2, 1999  
ISSUED BY THE FLORIDA BOARD OF NOTARIES, INC.

OFFICIAL RECORDS  
BOOK 3244 PAGE 1740  
SEMINOLE CO. FL

KAMPF TITLE & GUARANTY CORP.  
P.O. BOX 13559, 200 W. FIRST STREET  
SANFORD, FLORIDA 32771





EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5,  
BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 4, PAGE 26, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS  
BOOK 3244  
PAGE 1741  
SEMINOLE CO. FL



SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Maria Baez, a single woman  
Property Address: 201 20th Street, W., Sanford, FL 32771

This Agreement is entered into this 7th day of April, 1997 by and between  
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,  
Sanford, Florida, 32771 (hereinafter "COUNTY") and  
Maria Baez, a single woman (hereinafter "HOMEBUYER")

WITNESSETH: Woman

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994, and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 3400.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her principal residence and that, at the time of application and approval, his/her annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.



## B. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

## 7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition  
☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).  
☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint  
☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)  
☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

## 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

## 9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

## 10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

## 1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

## 2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS  
BOOK 3244  
PAGE 1743  
SEMINOLE CO. FL



3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of X ten (10),    twenty (20) or    thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Veru Mantzaris  
MARY VERU MANTZARIS

WITNESSES

Luz N. Ortiz  
LUZ N. ORTIZ  
Cynthia D. Bowman  
CYNTHIA D. BOWMAN

SEMINOLE COUNTY, FLORIDA

Gary E. Kaiser  
Gary E. Kaiser, County Manager

Date: 5/7/97

HOMEBUYER

Maria Baez  
MARIA BAEZ  
211 20TH STREET WEST  
SANFORD, FLORIDA 32771  
Date: 4-7-97

OFFICIAL RECORDS  
BOOK

3244  
1744  
SEMINOLE CO. FL

NOTARY AS TO HOMEBUYER(S):  
STATE OF Florida  
COUNTY OF Seminole

James A. Montes  
MY COMMISSION # CC000030 EXPIRES  
October 22, 2000  
BONDED THROUGH FARM INSURANCE, INC.

The foregoing instrument was acknowledged before me this 7<sup>TH</sup> day of April, 1997, by Maria Baez, who is personally known to me or who has produced Florida Photo Identification as identification.

Print Name James A. Montes

Notary Public in and for the County and State Aforementioned.

My commission expires: October 22, 2000